

**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ASPEN RIDGE PREPARATORY SCHOOL**

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**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ASPEN RIDGE PREPARATORY SCHOOL**

This Contract is made and entered on June 30, 2024 (“Effective Date”) by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the “District” and **ASPEN RIDGE PREPARATORY SCHOOL**., a Colorado non-profit corporation hereafter referred to as the “School”.

RECITALS

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

WHEREAS, the School District Board of Education, hereafter referred to as the “Board,” previously approved a renewal charter application for School as a District charter school through June 30, 2029, school and fiscal years and entered into successive charter contracts for the operation of such school;

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

1. **DEFINITIONS.** The following words and phrases used in this Contract shall have the following meanings:

School shall mean the Aspen Ridge Preparatory School.

Charter Board shall mean the Aspen Ridge Preparatory School Board of Directors.

Act shall mean the Charter Schools Act, § 22-30.5-101, *et seq.*, C.R.S.

Administrator shall mean the principal/executive director of the School.

Application shall mean the School’s application for a charter school, dated October, 28, 2009.

Board or Board of Education shall mean the District’s Board of Education.

CDE shall mean the Colorado State Department of Education.

CFO shall mean the District’s Chief Financial Officer.

Contract shall mean this Charter School Contract between the District and the School, of the Effective Date.

C.R.S. shall mean Colorado Revised Statutes.

Days shall mean those days when the District's Educational Service Center is open for business.

District shall mean the St. Vrain Valley School District RE-1J, Boulder, Broomfield, Weld and Larimer Counties, State of Colorado.

Finance Act shall mean the Public-School Finance Act of 1994, § 22-54-101, *et seq.*, C.R.S., as amended, or its successor.

General Assembly shall mean the Colorado General Assembly.

Governmental Immunity Act shall mean the Colorado Governmental Immunity Act, as amended, § 24-10-101, *et seq.*, C.R.S.

IEP shall mean Individualized Education Program as defined by the Individuals with Disabilities in Education Act, 20 U.S.C. § 1400 *et seq.*, and accompanying regulations.

Material Breach shall mean a violation of this Contract that is substantial and significant and that will excuse the non-breaching party from further performance of this Contract.

Open Meetings Law shall mean the Colorado Open Meetings Law, § 24-6-401, *et seq.*, C.R.S., as amended.

Policies or the term "Policies and Regulations" shall mean those District adopted policies and implementing regulations that are of general applicability to all schools within the District except (a) those that are determined by the District, from time to time, to not be applicable to existing charters schools within the District; and (b) those policies and implementing regulations for which the School has been granted a specific waiver or waivers.

Public Records Law shall mean the Colorado Open Records Act, as amended, § 24-72-200.1, *et seq.*, C.R.S. ("CORA").

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

2. ESTABLISHMENT OF SCHOOL

2.1. Term. This Contract is effective as of July 1, 2024 for a five-year period, terminating on June 30, 2029. The District may extend the Contract for two (2) separate one (1) year terms. The District shall provide the School with written notice no less than one-hundred fifty (150) calendar days prior to June 30, 2029 in order to exercise the first one (1) year term extension and with written notice no less than one-hundred fifty (150) calendar days prior to June 30, 2030 in order to exercise the second one (1) year term extension. Except as herein contained or otherwise agreed pursuant to Section 13.2 (Page 41), all other terms and conditions of the Contract shall remain the same under the one (1) year extension(s).

Should the parties be unable to reach agreement on all terms of a renewed contract by July 1 of a school year during the term of the charter granted by the Board, the provisions of this Contract shall continue to be observed pending such renewal. Regardless of length of term, this Contract may be subject to yearly amendments, addendums, or exhibit updates upon mutual agreement by all parties. Although this Contract may be for operation of the School for a period in excess of one fiscal year, pursuant to Article X, Sec. 20, of the Colorado Constitution, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District, and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term, and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2. Charter school legal status. The School has incorporated as a Colorado non-profit. Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will notify the District promptly of any change in its corporate and/or tax-exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District Policies that apply to public charter schools unless waived in accordance with Section 5.5 (Page 19) of this Contract. Further, the School is a public entity within the meaning of §24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

3. DISTRICT-SCHOOL RELATIONSHIP

3.1. District responsibilities and rights.

3.1.1. Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all federal and state laws and regulations, Policies and Regulations. To fulfill its accountability responsibility, all records established and maintained in accordance with the provisions of this Contract, Policies and Regulations, and federal and state law and regulations will be open to inspection and made available to the District in a timely manner. The District's right to review under this Section 3.1.1 includes, but is not limited to the following:

- a. School records including, but not limited to, student cumulative files, policies, special education and related services;
- b. Financial records;
- c. Educational programs, including test administration procedures and student protocols;
- d. Personnel records, including evidence that criminal background checks have been conducted;
- e. School operations, including health, safety and occupancy requirements; and
- f. Inspection of the facility.
- g. Audit of the cybersecurity controls in place by the School to ensure compliance with all security and system requirements, District cybersecurity insurance requirements, District directives upon request of the District.

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

The School shall have the right to maintain as confidential from the District those School records to which such confidentiality attaches as a matter of law including, but not limited to, records of Charter Board executive sessions (subject to the Sunshine Act procedures for contesting such confidentiality); attorney-client correspondence and work product records of the School; records relating to School-District negotiations or negotiation strategies; and records relating to disputes between the School and the District. The School, through its Executive Director or the Charter Board may elect to disclose such confidential records to the District on a case-by-case basis, with or without District assurances relating to

preservation of confidentiality, notwithstanding the rights noted above and without in any way impairing its right to assert confidentiality in future cases.

3.1.2. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification will be made within five (5) Days of its receipt by the District and will include information about the substance of the complaint, taking into consideration any complainant's request for anonymity.

3.1.3. School health or safety issues. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills, or any other action that may affect school health or safety.

3.1.4. Feedback about progress. Within sixty (60) calendar days of receipt of the School's annual report completed pursuant to Section 3.2.5.a (Page 11) of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2 (Page 25).

3.1.5. Access to student records. Upon request, the District will timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.

3.1.6. Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of the District's employees. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law.

3.2. School responsibilities and rights.

3.2.1. Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system per Section 10.4 (Page 36), and adhering to all provisions of the Public School Financial Transparency Act (§ 22-44-304, C.R.S). In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. All records will be maintained at the School and will be open to inspection, consistent with law,

during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2. Notification to District.

- a. The School will notify the District Superintendent's Office within three (3) Days (and other appropriate authorities) in the following situations:
 1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.
 2. Any complaints filed against the School by any governmental agency.
 3. Any incident on School property or at a School-sponsored activity in violation of the School's gang activity policy.
 4. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.
 5. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under C.R.S. Title 18 by a student and directed toward a teacher or other School employee.
 6. Any time there is knowledge of an incident involving an employee or student that may generate significant negative press or public notoriety to the school or school district.
 7. A change in the administrative leader of the School.
- b. The School will immediately notify the District Superintendent's Office of any of the following:
 1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law.
 2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility.
 3. The arrest or indictment of any members of the Charter Board or

employees of the School for a crime punishable as a felony or any crime related to the misappropriation of funds or theft.

4. Misappropriation of funds.
5. A default on any obligation, which will include debts for which payments are past due by sixty (60) calendar days or more.
6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) corporation, if applicable.
7. Any mandatory reporting requirements to CDE as set forth in 1 CCR 301-37, §15.00.
8. When there are reasonable grounds to believe an act that rises to the level of a Public Safety Concern as defined in the District's Boulder County Information Sharing Interagency Agreement has been perpetrated by a student or any adult on School grounds or at a School-sponsored activity.

3.2.3. Safety. The School shall comply with the Colorado Safe Schools Act, § 22-32-109.1, *et seq.*, C.R.S., and complete the required information annually by the end of August to the District Security Manager, who will be responsible for communicating the information to local responders.

3.2.4. Compliance. The School will comply with all federal and state laws, local ordinances, and Policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and Policies in accordance with Section 5.5 (Page 19). The School shall report instances of significant property damage by a student to the personal property of a School teacher or other School employee and instances of child abuse as such reporting is required by applicable state statutes.

3.2.5. Reports. The School will timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below, along with projected due dates and the District contact to whom the report shall be sent. Timely notification will be provided when due dates are changed. Failure to provide reports within ten (10) Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 (Page 14) of this Contract. Any report requiring data from the District will not be required from the School until thirty (30) calendar days after the data is actually received from the District. This reporting obligation may be fulfilled by sending a link to an electronic version of the report.

- a. Accreditation/School Improvement – If the School participates in the CSSI (Charter School Support Initiative), the School will provide a copy

of the report to the District's Assistant Superintendent of Assessment, Curriculum and Instruction. The School shall participate in the District/state Accreditation/School Improvement process and shall submit a Unified Improvement Plan (UIP) in the CDE format by the required deadline, based on the School's assigned status from their School Performance Framework (SPF) and input from the CSSI report (if applicable). If deadlines are not met, it shall be considered a material breach of this Contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach.

- b. Required financial reports (in Excel format, unless otherwise noted) must be sent to the District's Chief Financial Officer, as set forth below:
 1. Quarterly, within thirty (30) calendar days of the end of the quarter:
 - i. Quarterly Financial Reports
 2. Annually, as specified:
 - i. Projected enrollment – Preliminary by February 1, adjusted by March 15.
 - ii. Proposed Budget – May 31.
 - iii. Charter Board adopted budget – June 30.
 - iv. Draft of annual audit with Trial Balance – September 6 or as reasonably scheduled by District auditors.
 - v. Verification of prior year charter approved special education expenditures – September 15.
 - vi. Final annual audit with Trial Balance – October 1 or as scheduled by District auditors.
 - vii. Amended budget, or adopted budget if not amended, on CDE form – January 21.
- c. School calendar – must be sent to the District's Assistant Superintendent of Priority Programs and Academic Support on or before April 15, provided the St. Vrain Valley School District calendar is approved by the Board of Education by March 15. In the event the District calendar is not approved by March 15, the School will have thirty (30) calendar days from the date of the District calendar is approved by the Board of Education to provide the School calendar to the District's Assistant Superintendent of Priority Programs and Academic Support.

- d. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc., must be sent to the District's Assistant Superintendent of Operations on or before May 31.
- e. Governance information, including Charter Board (i.e., names/contact info, terms, and signed Charter Board Member Certification Forms or Charter Board of Directors Agreements) must be sent to the District's Chief Financial Officer on or before August 31.
- f. Insurance certification must be submitted to the District's Risk Management Manager on or before August 31.
- g. Summary Listing of Human Resources/Personnel Information in mutually agreed format must be submitted to the District's Assistant Superintendent of Human Resources on or before November 1.
 - 1. The District Human Resources department will retain information on School personnel provided on the completed CDE Employee Data Collection Form.
 - 2. The School agrees to work with the District to provide any additional personnel information in order to meet any actual additional or unexpected reporting requirements or inquiries from CDE or other Federal or State governmental authorities.
 - 3. The School will communicate with the District and identify any School employees requiring District accounts (to include Active Directory and Infinite Campus; does not include email except where noted in Exhibit J). The School will notify the District within forty-eight (48) hours of any such employee's termination in order to ensure any such employee's District accounts are disabled in a timely manner.

3.2.6. Indemnification. To the extent permitted by law, and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School and the District agree to indemnify and hold the other party and its Board and employees harmless from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of the indemnitor's employees or agents. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law.

3.3. Procedures for contract amendments. The party requesting the change shall send written notice to the other party in accordance with Section 13.8 (Page 41). The receiving party will have sixty (60) calendar days to review and act upon the proposed changes. If

the receiving party does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The parties agree to not unreasonably withhold accepting proposed changes to this Contract.

3.4. District – School dispute resolution procedures. All disputes arising out of the implementation of this Contract will be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

3.4.1. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to informally settle such dispute or claim through good faith negotiations with each other.

3.4.2. If such dispute or claim is not settled through such negotiations within thirty (30) calendar days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through informal negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within thirty (30) calendar days following either party's written request therefore.

3.4.3. If such dispute or claim is not settled through mediation, then either party may, within five (5) Days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request, the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three (3) Days after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.

3.4.4. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within ten (10) calendar days after the close of the hearing. Such report will contain findings provided that the arbitrator is not authorized to modify, add to or subtract from this agreement. The arbitrator will issue a brief, confidential statement of findings and a recommendation to the parties. The Board of Education may act to accept or reject such recommendation at the next regularly scheduled meeting occurring at least two weeks after receipt of the arbitrator's recommendation and, at that time, will release the arbitrator's findings within the meaning of § 22-30.5-107.5(3)(b), C.R.S.

3.4.5. Costs shared. The parties will share equally the costs of arbitration, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

3.4.6. During the entire period of negotiations, mediation, arbitration, and possible appeal, the District shall not enforce its remedies set forth herein.

3.5. Other remedies. If the School is in violation of § 22-30.5-110 (3), C.R.S., state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.2 (Page 39). Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than 3.5.2, below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency (including dispute resolution pursuant to Section 3.4), a reasonable timeframe for remedying the deficiency, and the expected results.

3.5.1. Withholding of some or all of the funds due to the School until compliance occurs. This remedy may be applied in situations to include failure to submit reports listed in Section 3.2.5 (Page 11) by the established deadlines, failure to submit a budget to the District that meets the requirements of Section 8.4 (Page 32), or failure to pay for services provided by the District more than sixty (60) days after invoice or payment due date.

3.5.2. Taking immediate control of the School or some portion thereof. Notwithstanding any other provision of this Contract, in the case of any breach that the District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School pursuant to the Charter Schools Emergency Powers Act, § 22-30.5-701, et seq., C.R.S., and exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.

3.5.3. Notice of breach and development of a plan to correct the deficiency(ies). This remedy will be initiated by a letter from the District containing all of the information in Section 3.5 (Page 15). In addition, the letter will require the School to prepare a plan to remedy the deficiency, submission of the plan to the District for review and comment, revisions to the plan by the School at the School's discretion, and approval of the plan by the Charter Board to include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, fails to implement its

educational program, or fails to complete two or more required reports by the established deadlines.

3.5.4. Escalating Notifications. For minor issues of non-compliance, a notification will be sent to the relevant parties involved, requesting resolution. If non-compliance continues, the District reserves the right to sequentially escalate notifications to the Charter administration and the Charter Board, in that order.

3.5.5. Special Remedies for Noncompliance with Financial Matters. If breach of the Contract provisions related to financial matters in Section 8 (Pages 30), or deficiencies related to financial reporting requirements outlined in Section 3.2.5.b (Page 12), occurs, the District may, upon Board action, require the School to:

- a. Use the District's prescribed financial accounting system for the tracking and reporting of all School financial operations at the School's cost; and/or
- b. Use the District's prescribed auditing firm for the School's year-end financial audit at the School's cost.

3.6. District violations of charter school law or contract. If the School believes that the District has violated any provision of this Contract or charter school law, the School will send the District notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it; provide an opportunity for the District to contest the deficiency; provide a reasonable time frame for remedying the deficiency, and state the expected results. If the District does not remedy the violation, the School may initiate the dispute resolution procedures outlined in Section 3.4 (Page 14).

4. SCHOOL GOVERNANCE

4.1. Governance. The School's articles of incorporation and bylaws will not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies will provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws shall be filed with the District. The Charter Board will operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School's governing body will be made in accordance with the procedures described in Section 2.2 (Page 7) of the Contract and shall be filed with the District.

4.2. Corporate purpose. The purpose of the School as set forth in its articles of incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, § 22-30.5-101, *et seq.*, C.R.S., and appropriate ancillary activities.

4.3. Transparency. The School will make Charter Board-adopted policies, meeting agendas, minutes, and related documents readily available for public inspection and will conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

4.4. Complaints. The School will establish a process for resolving public complaints, including complaints regarding curriculum, which will include an opportunity for complainants to be heard. The final administrative appeal will be heard by the Charter Board, not the District's Board of Education.

4.5. Contracting for core educational services. Unless otherwise agreed in writing by the District, the School will not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This will not prevent the School from engaging independent contractors to teach selected, specific courses.

5. OPERATION OF SCHOOL AND WAIVERS

5.1. Operational powers. The School will be fiscally responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing or purchasing facilities for School purposes (subject to Board approval which shall not be unreasonably delayed or denied); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. All such operational powers of this paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.

5.2. Transportation. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. The District is not delegating the authority to impose a transportation fee. In the event the School commences a transportation program, it shall enter into a Transportation Plan, Agreement and Release, in the form attached hereto as Exhibit K.

5.3. Food services. If requested to do so by the School, and feasible for the District to do so, the District will provide meals students in a manner determined by the District and in accordance with Policies and applicable federal and state law. If a lunch program is offered by the School that is not part of the District program, the School shall provide, at its costs, free meals to students in accordance with Policies and Regulations and applicable federal and state laws.

5.4. Insurance. The School will purchase insurance protecting the School and Charter Board, employees (including non-compensated student teachers and students participating in a supervised non-compensated internship), volunteers, and the District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance (including owned, hired and non-owned vehicles). The School will also purchase a bond or crime insurance and property insurance that covers buildings, contents, and equipment breakdown, where applicable. The School will also purchase statutory workers' compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII". Non-rated insurers must be approved by the District. The Colorado School Districts Self Insurance Pool (CSDSIP) is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by August 31. All of the School's insurance policies purchased by the School will state that coverage will not be suspended without thirty (30) calendar days prior written notice by certified mail, return receipt requested, given to the District's Risk Manager. The School will notify the District's Risk Manager within ten (10) calendar days if for any reason there is a lapse in insurance

coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

In consideration of the possibility of a data breach of protected information and/or the introduction of malicious code, and due to the School contracting with the District to use certain shared platforms that contain protected information, responsibility for the breach of information shall be governed as follows:

5.4.1. For a covered cause of loss, District liability coverage may extend if the School is affected by a claim or loss resulting from the District's failure to properly handle, manage, store, destroy, or otherwise control Personally Identifiable Information, educational information, financial information, or other forms of protected information, subject to policy terms, conditions, and exclusions. If the breach is caused by a system the District contracts for that the School uses, the District insurance is primary.

5.4.2. If the cause of loss is determined to result from a third-party vendor or contractor contracted by the School, or a breach stemming from the School or School users of the platform, coverage would be the responsibility of the School's liability carrier. The School agrees to indemnify the District against any claims or causes of loss that arise from any successful or attempted breach of data at the level of the School or the School's users.

5.5. Waivers.

5.5.1. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 CCR § 301-35 are waived and require no application. The automatic waivers are listed in Exhibit A and incorporated herein by reference.

Waivers are not required, but may be granted or requested for purposes of clarity, when a statute or policy by its express terms does not apply to charter schools. The District will reasonably cooperate with the School in granting waivers of policy or applying for waivers of statute when such waivers are necessary or appropriate to enable the School to serve the best interests of students and fulfill its mission.

The School will be granted such waivers from Policies and Regulations upon approval by the Board of acceptable replacements.

5.5.2. Additional waivers. The Board agrees to jointly request waiver of state law or regulation, in addition to those automatically granted, if the Board first approves that request. Board approval of requests to waive State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

5.5.3. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty (30) calendar days to review the request and, thereafter, will present the matter before the Board at its next Regular Meeting. The Board will, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a Regular Meeting. Waivers of Board-approved Policies and Regulations may be granted only to the extent permitted by state law. In the event the Policy or Regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board approval of requests to waive either Policies or Regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

5.5.4. Compliance assurance. The School will take reasonable steps to assure that staff at the School, members of the Charter Board, and administrators at the School comply with all replacement policies or practices adopted by the School in connection with waiver of state statutes or rules or Policies, or, when appropriate, comply with the intent of waived state statutes, State Board rules, and Policies.

5.5.5. A list of all state waivers is included as **EXHIBIT A**. A list of all District policy waivers is included as **EXHIBIT B**.

6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1. School grade levels. The School may serve students in kindergarten through eighth grade, including other ancillary activities, including a preschool licensed through the Department of Early Childhood that is not subject to District oversight.

6.2. Student demographics. Students shall be considered for admission into the program as specified in Section 6 and without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, national origin, religion, ancestry, or need for special education services. The School shall have and implement a recruitment and enrollment plan, attached as **EXHIBIT C**, that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal.

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

6.4. Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in **EXHIBIT D**.

6.5. Admission procedures. The School shall enroll students in a nondiscriminatory manner consistent with Section 22-30.5-104(3), C.R.S. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- a. The School shall conduct its admission process, including any lottery or similar process, without inquiry into the disability status of students. The School's application materials should not in any way include questions about disability status or whether or not a student has an IEP or Section 504 Plan. Following the application deadline and upon completing the lottery, if appropriate, the School shall request that the student/District provide the most recent Individualized Education Program ("IEP") IEP or Section 504 Plan, if any.
- b. When an applicant has an existing IEP Plan, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District Special Education representative shall review the IEP Plan, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination of whether the services can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the District Special Education representative will convene a complete IEP Plan team to make the final

determination. If the determination by the full team is that the IEP Plan cannot be fully implemented at the School and therefore a Free Appropriate Public Education (FAPE) would not be available to be provided at the School, the student's current placement will remain as determined by the prior IEP Plan Team meeting. Representatives from the student's prior school and the School together with the representative from the District's Department of Special Education, along with parents, will participate in the IEP Plan Team meeting at the School.

- c. Admission of applicants with an IEP Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the IEP Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP Plan team review meeting is held and the Plan is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the IEP Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.
- d. When an applicant has an existing Section 504 Plan, a Review Team consisting of the School Principal or designee, the School 504 Coordinator, and the Assistant Superintendent for Student Services shall review the Section 504 Plan. If deemed appropriate, the Review Team will confer with staff at the student's previous school to determine whether the services can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the Assistant Superintendent for Student Services will convene a Section 504 Plan team to make the final determination. The 504 Plan Team shall consist of the principal or designee of the School, parents of the student, the area assistant superintendent(s) of schools, the Assistant Superintendent of Student Services and any other participants as required by federal law. If the determination by the 504 team is that the Section 504 Plan cannot be fully implemented at the School, the student's current placement will be determined by the 504 Plan Team. If the 504 Plan Team cannot reach consensus, then the student's placement will be determined by the area assistant superintendent(s) of the sending and receiving schools.
- e. Admission of applicants with a Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with a Section 504 Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review

staffing by the full Section 504 Plan team review meeting is held and the Plan is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the Section 504 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

- f. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

6.6. Participation in other District programs. No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission will include the manner in which the costs of instruction will be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement will be deemed payment for a purchased service under the Charter School Act. No student will be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full-time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a 0.5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

6.7. Non-resident admissions. Subject to its enrollment guidelines, the School will be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Policy and this Contract. If the School has more applicants than it has space, preference will be given to those students who reside within the District, and then to students who reside outside the District. Once accepted for enrollment, a non-District resident student may re-enroll for subsequent school years until completing his or her schooling at the School.

6.8. Student movement after October 1. After October 1, the School agrees to use the standard District administrative transfer process. Requests for transfer to a District school will not be unreasonably denied.

6.9. Expulsion and denial of admission. The statutory authority to expel students will remain with the District. The Charter Board, however, shall have the authority to remove students from the School, on the statutory grounds for which expulsion is permitted, and shall be delegated authority to conduct initial stages of the expulsion process, in conformance with state statutes and the District's policies as follows: The Charter Board is hereby delegated the power ordinarily exercised by the executive officer under § 22-33-105(2)(c), C.R.S., to conduct a due process hearing. To ensure a fair process, the Charter Board must provide notice of the contemplated action to the student and parents/guardians. The Charter Board must also prepare an evidence notebook regarding the grounds for expulsion including, without limitation, student data, witness statements, photographs, copies of school rules/regulations, and other evidence. The evidence must be presented to a designated hearing officer at the hearing to render findings of fact and

recommendations in accordance with relevant state and federal laws and the District's policies regarding expulsion and denial of admission. Following a hearing, the Charter Board's designated hearing officer shall issue a confidential written recommendation and convey the same, together with the evidence notebook described above and a copy of the taped proceedings, to the District no later than two (2) school days after the hearing. The District's Superintendent or designee shall review the hearing officer's recommendation and the file and determine whether the School's removal was warranted and in compliance with federal and state laws and the School's policies. The Superintendent or designee will issue a written decision, which shall be final as to the removal of the student from enrollment in the School. The approval to remove a student from the School shall not be unreasonably withheld.

The District's Superintendent or designee shall additionally determine whether the grounds for removal from the School also constitutes grounds for possible expulsion from all schools within the District, and the District may proceed with an expulsion hearing pursuant to the District's policies and regulations.

Any general education services required by law to be provided to suspended or expelled students will be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students will be the sole responsibility of the District.

A student may be denied admission pursuant to § 22-33-106, C.R.S.

6.10. Continuing enrollment. Pursuant to Colorado state law, students/parents who choice into the School will remain enrolled in the School through the highest grade served by the School, absent withdrawal or disenrollment by the parents, expulsion, graduation, court-ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District transfer procedures.

7. EDUCATIONAL PROGRAM

7.1. Vision and mission. The vision and mission statements set forth in Section A of the Application are hereby accepted by the District to the extent they are consistent with the principles of the General Assembly's declared purposes for enacting the Act as set forth in § 22-30.5-102(2) and (3), C.R.S.

7.2. Unified Improvement Plan. The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in the School's Unified Improvement plan (UIP) attached as **EXHIBIT E**.

7.3. District Accreditation Indicators. Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The indicators are provided in **EXHIBIT F**. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

7.4. Educational program characteristics. The School shall implement and maintain the characteristics of its educational program set forth in **EXHIBIT G**, subject to modification with the District's written approval.

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

7.6. Curriculum, instructional program, and pupil performance standards. The School will have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the District, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. School students will take the CMAS tests as required by the State, subject to the statutory right of parents to opt out of the test. The School will not impose consequences on students or parents that have the effect of encouraging or discouraging students or parents from opting out. The School may recommend or reasonably advocate that parents not opt out. The School will participate in the District Accountability/Accreditation process.

7.7. English language learners. The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency while participating in the mainstream English language instructional program. Programming will include regular time periods for direct instruction in English language acquisition and an emphasis on sheltered instruction, consistent with the plan identified in **EXHIBIT H**. The School will follow the District's procedures for identifying, assessing,

reclassifying, and monitoring English language learners in alignment with state and federal requirements.

7.8. Education of students with disabilities.

7.8.1. The School is accountable for complying with all state and federal laws prohibiting discrimination based on disability, including Section 504, and the District is responsible for ensuring that all students receive a Free Appropriate Public Education (FAPE). The School and the District will work together in developing a plan to ensure compliance with these laws.

7.8.2. The School will hire its own special education teachers and paraprofessionals subject to review and acceptance of the required licensing credentials by the Assistant Superintendent of Special Education. The School will staff its special education personnel applying the same staffing formula used within other District schools. Therefore, except for District center-based programs and services, special education services at the School will be commensurate with those provided at other District schools. The School may hire itinerant staff with District approval, subject to review and acceptance of the required licensing credentials by the Assistant Superintendent of Special Education.

7.8.3. The cost for special education services is described in Section 10.3 (Page 36). District services for special education will include being responsible for providing and paying the costs of defense and of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), CDE's Federal Complaints Officer, or Individuals with Disabilities Education Act (IDEA) due process proceedings. In the case that findings from the complaint indicate School staff have failed to comply with District Policies and Regulations, training, or direction from the District's Assistant Superintendent of Special Education (for complaints concerning IDEA matters) or Assistant Superintendent for Student Services (for complaints concerning Section 504 matters), however, the School shall have the responsibility for paying for any fees and expenses, including attorneys' fees, expert costs, settlements and judgments, incurred and related to the School's special education students. In the event any findings from the complaint allocate fault between the District and the School, payment of such fees and expenses shall be proportionate to such allocation of fault. In the event findings do not so allocate fault, fees and costs shall be equally shared. Any payment by the School under this paragraph shall be deducted from the attorneys' fees or liability costs, if any, that are otherwise included in the calculation of subsequent charges for special education under Section 10.3. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the Review Team, it will be the responsibility of the District.

7.8.4. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the

education of children with disabilities, and will provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. In the case where the School Administrator and the District's Assistant Superintendent of Special Education disagree about interpretation or application of statute or regulation with regard to a matter at the School, the School may express any legal concerns to counsel for the District prior to a final decision being communicated by the Assistant Superintendent of Special Education with regard to said matter. Upon final decision by the Assistant Superintendent of Special Education with regard to such matter, such final decision shall control.

7.8.5. The District and the School will jointly direct the development and/or modification of any IEP for special education students of the School. The District's Assistant Superintendent of Special Education, or designee, will maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms and procedures and will document compliance with the requirements of federal and state law, including procedural due process. Failure of the School or its staff to use District special education form and procedures, or to document compliance with the requirements of federal and state law, including requirements concerning procedural due process, shall constitute a failure to comply with District Policies and Regulations, training, or direction from the District's Assistant Superintendent of Special Education for the purposes of subparagraph c, above. The District will respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School; however, the School shall be responsible for delivering curriculum required for any interventions.

7.8.6. The School's special education teachers are required to participate in monthly staff meetings and any required special education training sponsored by the District, and newly hired School special education teachers shall attend District orientation sessions during the school year, following their employment, and be supported by a mentor selected by the Special Education Department throughout the first year of employment. Failure of the School or its staff to participate in staff meetings or attend required special education training sponsored by the District, including orientation sessions for new hires, shall constitute a failure to comply with District Policies and Regulations, training, or direction from the District's Assistant Superintendent of Special Education for the purposes of subsection 7.8.3, above.

7.8.7. The District or the School may identify from time-to-time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the

right to request other reasonable changes on behalf of students with disabilities. Failure of the School or its staff to institute changes implemented by the District pursuant to this subsection shall constitute a failure to comply with District Policies and Regulations, training, or direction from the District's Assistant Superintendent of Special Education for the purposes of subsection 7.8.3, above.

7.8.8. Special education programs and services, as determined by each student's IEP, will be available as part of the regular School day in accordance with the least restrictive environment mandate of federal and state law.

7.8.9. If a student needs support outside of the School day to participate in a School-related activity, the support must be pre-approved by the Assistant Superintendent of Special Education. If the need is determined and approved by the Assistant Superintendent of Special Education, the School shall have responsibility for hiring and paying for the support and the cost shall be included in the cost model outlined in Section 10.3 (Page 36).

7.8.10. Staff members of the School are not to recommend specific private or outside education programs to the parents of special education students that could require the District to provide services other than those included in the IEP. This section is not intended to apply to, nor to in any way restrict or inhibit School staff from offering good faith professional opinions given in appropriate forums, such as IEP meetings, or testimony in disputed matters.

7.8.11. The School shall not be held responsible for the costs of additional services that result from recommendations made by District staff that are outside services other than those included in the IEP. The School will be responsible for the costs of additional services that result from recommendations made by School staff that are outside services other than those included in the IEP.

7.8.12. Gifted and Talented services will follow state approved pathways for identification and the provision of services.

7.9. Education of students with 504 Plans. 504 Plans are developed by the School. The School must have a designated 504 Plan coordinator and must comply with District Policies and Regulations, training requirements, and direction from the District's Assistant Superintendent for Student Services regarding 504 Plans and accommodations. The District will provide training and consultation to the School 504 Plan coordinator. Failure of the School or its staff to comply with District Policies and Regulations, training, or direction from the District's Assistant Superintendent for Student Services with respect to 504 Plans, shall be grounds for the cost shifting as discussed in subparagraph 7.8.3, above.

7.10. Indemnification. The School and District each expressly agrees to defend, hold harmless and indemnify the other, its Board members, officers, employees, and agents from all liability, claims, and demands arising from any suit, action, complaint, grievance, charge, or proceeding initiated pursuant to the indemnitor's obligations to provide

special education services or accommodations under state and federal law, including but not limited to Section 504 and the IDEA to the extent that the indemnitors actions or inactions proximately caused such liability.

8. FINANCIAL MATTERS

8.1. Revenues

8.1.1. District Per Pupil Revenue (PPR) funding. During the term of this Contract, the District will provide 100% of PPR to the School minus the following:

- a. The actual amount of the School's per pupil share of the central administrative overhead costs, including costs of special education services, as provided by law;
- b. Deductions for purchased services; and
- c. Other deductions as provided herein and adjusted as provided herein.

District PPR will have the meaning defined in § 22-30.5-112(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School will be reflected as an adjustment to subsequent payment from the District to the School.

The District will provide a report to the School detailing the total funding and deductions that comprise each remitted amount for the applicable time period.

8.1.2. Federal categorical aid. Each year the District will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title funds) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds by the District. Funds will be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation. In lieu of funds, the School may receive federally funded goods or services from the District. Specific goods and services would be negotiated and documented in **EXHIBIT J**.

8.1.3. State categorical aid. On or before January 25 of each year, the District will provide to the School the School's proportionate share of applicable state categorical aid received by the District for which the School is eligible (e.g., English Language Proficiency, Gifted and Talented, Amendment 23, and capital construction funds). Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE, as required. In lieu of funds, the School may receive categorically funded goods or services from the District. Specific goods and services would be negotiated and documented in Exhibit J. Special Education costs and reimbursements will be addressed as stated in Section 10.3 (Page 36).

8.1.4. Mill Levy Override Funds. The Parties acknowledge that the General Assembly adopted HB 17-1375, effective June 2, 2017, codified in Section 22-32-108.5, C.R.S. (2017), concerning the distribution of Additional Mill Levy Revenue

to charter schools. The District has adopted a plan under the Revenue Sharing Bill (“HB 17-1375 Plan”). Subject to the paragraph below, the St. Vrain Valley School District HB 17-1375 Plan will provide that, for the current fiscal year, the District will allocate ninety-five percent (95%) of the total 2008 and 2012 Mill Levy Override revenue to the School, divided by the certified District-wide Funded Pupil Count, multiplied by the School’s certified Funded Pupil Count for the current fiscal year. The amount allocated may be prorated in the event that the School ceases operation part-way through the year. This plan will commence in FY 2019-20 and continue thereafter unless amended by the District’s Board following any periodic review of the plan.

8.1.5. Bond Issues. The District will allow for representation by the School on any committee established by the District to assess and prioritize the District’s capital construction needs. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time, but no later than June 1 of the applicable election year.

8.1.6. Annual accounting. As required by state statute, the District shall provide a final accounting of costs to the School by September 30 of each year. Any imbalance of funds shall be corrected by October 31. The District will use the School’s year-end financial information to establish the special education (or other agreed to categorical) expenditures to be included in the annual accounting reconciliation. The School must verify its special education (or other agreed to categorical) expenditures prior to September 15 of each year in order for the District to meet the State Statute deadlines.

8.2. Disbursement of Per Pupil Revenue (PPR). Commencing on or around July 25, but not to exceed the last business day of the month of the Contract term, District PPR funding, as described in Section 8.1 (Page 30) will be disbursed to the School in monthly installments subject, however, to annual appropriation and the District’s receipt of the funding. July through November funding will be based on the School’s enrollment projections submitted in accordance with Section 8.5 (Page 32). Changes of more than five percent (5%) from projections may be subject to adjustment after first-day pupil counts. Decreases of more than five (5%) from enrollment projections shall require a revised budget and financial review by District staff. Funding for December and subsequent months of the fiscal year will be adjusted in accordance with Section 8.3 (Page 31).

8.3. Adjustment to funding. The District's disbursement of funds will be adjusted as follows: On or around December 26, but not to exceed the last business day of the month, funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the District and not otherwise deducted. Funding on or around December 25 may also be adjusted for any services provided pursuant to the

Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to the School's funding. Any adjustments to funding after the December payment, so that funding is equal to the PPR provided for in this Contract, will be made on or around June 25 payment.

Should CDE conduct a count audit that results in a denial of PPR or other funding for students enrolled in the School, the District may adjust the School's funding to reflect such reduction, provided that: (1) such adjustment shall not take place until, at the earliest, the time of actual repayment to CDE, and (2) the District shall timely notify the School of proposed audit findings adverse to the School and, upon request, assign to the School the District's right to contest such audit findings and to prosecute an administrative appeal and any judicial review of such findings, at the School's sole costs.

8.4. Budget. On or before April 15 of each year, the School will submit to the District its proposed balanced budget for the following School year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts, utilizing the Charter School Budget Workbook provided by the District. On or before June 30 of each year, the School will submit to the District its balanced budget for the following school year as adopted by the Charter Board. Any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5 (Page 15).

8.5. Enrollment projections. The School will provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than ten percent (10%) of the official membership for the current school year. It is agreed upon by the parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section will not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.6. TABOR reserve. The School shall comply with applicable provisions of Article X, Section 20, of the Colorado Constitution, also sometimes referred to as the TABOR Amendment, including the required TABOR Reserve as part of the School's ending fund balance.

8.7. Non-appropriation of funds. The parties agree that the funding for the School will constitute a current expenditure of the District. The District's funding obligations under this contract will be from year-to-year only and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per

pupil allocation or for providing services described herein for the entire term of the Contract.

8.8. Contracting. The School will not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed to in writing by the District, each contract or legal relationship having a per event or annual value greater than \$5,000.00 entered into by the School will include the following provisions:

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

8.8.2. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.

8.9. Annual audit. The School will undergo an independent financial audit conducted in accordance with generally accepted accounting standards and governmental accounting pronouncements performed by a certified public accountant each fiscal year. The audit shall comply with the CDE's Financial Policies and Procedures Handbook, Data Pipeline requirements, etc. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in Section 3.2.5.c (Page 12) of this Contract. A failure by the District to provide required information to the School by its deadline shall reopen negotiations on the School's audit deadlines, provided that no delay in the timeline shall exceed the number of days that the District was late. If audit deadlines are not met, it will be considered a material breach of contract and the School will have ten (10) Days, or such other time as the parties may agree, to cure such breach; furthermore, the School may, upon Board action, be required to use the District's independent auditor for subsequent years per the remedies outlined in Section 3.5.5 (Page 16).

8.10. Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with § 22-45-102(1)(b), C.R.S. Such reports will be submitted to the District no later than 30 calendar days following the last day of the quarter. All June/year-end reports will be submitted as part of the annual independent financial audit.

From time to time, the School may be asked, with thirty (30) calendar days' notice, to present financial reports to the Board at its work session on the fourth Wednesday of each month. The format of the reports must be as prescribed by the District's Financial Services Department and will not be unreasonable.

8.11. Non-commingling. Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.12. Encumbrances and borrowing. During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent (5%) of the School's budget will be subject to prior District approval; such approval not to be unreasonably withheld.

8.13. Accounting system. The District must pre-approve any financial accounting system chosen by the School, and the School must use the District-mandated account codes as dictated by CDE. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District's Financial Services Department.

8.14. Building corporation. Should the School create a building corporation for the purpose of issuing debt and purchasing a facility to lease to the School, the School must use the financial reporting method for the building corporation required by Governmental Accounting Standards Board (GASB 80/90).

9. PERSONNEL

9.1. Employee status. All employees hired by the School will be employees of the School and not the District, and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School; and as non-District employees, employment at the School shall not apply toward non-probationary status under state law. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's charter application. The Employee Handbook may be amended or revised at the discretion of the School.

9.2. District teachers. Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject to all applicable District employment, compensation, and personnel policies.

10. SERVICE CONTRACTS WITH DISTRICT

10.1. Direct costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to § 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 31 of the year preceding that to which the costs apply.

10.2. District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities, including nursing services, and normal health-related and screening services. Such agreements by the District to provide services or support to the School will be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be signed by June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

10.3. Special education services. The District will provide all special education-related services at the average per pupil cost of providing such services for the District, multiplied by the number of students enrolled at the School. If the School provides services directly to students, the cost will be reduced by the amount of direct School expenditures commensurate with other District schools, including salary, benefits, supplies and materials, and purchased services. All purchases related to special education must be preapproved by the Assistant Superintendent of Special Education. Such approval will not be unreasonably withheld.

10.4. Student information data processing system. The District will provide to the School the use of the District's student information data processing system and assessment data warehouse program. In the event concerns with the fidelity and security of shared information systems and their interactions arise for either the School or the District, the parties agree to give each other immediate notice of such concerns and to work collaboratively and in good faith on mutually beneficial solutions. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all security and system requirements, District cybersecurity insurance requirements, District directives, and timelines with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (**EXHIBIT J**); (4) The School will permit the District to audit compliance with all security and system requirements, District cybersecurity insurance requirements, District directives upon request of the District.

10.5. Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District's Substitute Scheduling System. The School will pay to the District the District's actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (**EXHIBIT J**). The School will agree to pay the substitute rates as set annually in **EXHIBIT J**. Such rates will include a flat rate to cover worker's compensation costs. In the event the District changes its substitute rate during the school year, the District shall notify the School at least thirty (30) days in advance, and the school shall be permitted to continue use of the District's Substitute Scheduling System at the new rate, or terminate the School's use of the District's Substitute Scheduling System, effective the date of such rate change.

10.6. Personnel services. The School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.

10.7. Additional Services. The School may, at its own cost, subscribe to additional services or licenses with the District including, but not limited to, the services/licenses and costs as outlined in **EXHIBIT J**. Except as outlined elsewhere in this Contract, the School is not obligated to subscribe to any additional services from the District, and the District is not obligated to renew its offering of such services or licenses each year. Service rates may be renegotiated or adjusted each year, regardless of the term of this Contract. Any additional services not outlined in this Contract or the attached **EXHIBIT J** must be negotiated under a separate services agreement.

11. FACILITIES

11.1. Location. The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School's expense. Approval of the District's Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its regular program.

11.2. Use of District facilities. The School may not use District facilities for activities and events without prior written consent from the District.

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

11.4. Long-range facility needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in §§ 22-30.5-404 and 405, C.R.S.

11.5. Network. The School shall be responsible for maintaining a secure, up-to-date data network for the operation of its program. All network equipment, workstations and devices used on this network must be current supported models with up-to-date anti-malware. This network will be purchased, maintained, and operated at the School's expense. Because the School's network will be used for the transmission of data between the School and the District to fulfill District, state and federal reporting requirements, the School will adhere to all security and system requirements, District cybersecurity insurance requirements, District directives relating to security. The District recommends following the CIS Critical Security Controls as a guideline for cybersecurity best practices.

12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1. Renewal

12.1.1. Timeline and process. The School will submit its renewal application by December 1 of the year before the School's Charter expires. The Board of Education will act on the renewal application, by resolution, no later than February 1 of the school year before the School's Charter expires. If the Board of Education decides not to renew the Charter, it will detail the reasons in its resolution.

12.1.2. Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application is provided in District policy LBD*-R – Relations with District Charter Schools (Procedures for Establishment, Review, Renewal, Revocation and Closure).

12.1.3. Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in § 22-30.5-110 (3), C.R.S., or a material breach of this Contract. The District will annually provide feedback about the School's progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2. Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, § 22-30.5-110 (3), C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School thirty (30) calendar days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4, Page 14) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3. School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty (60) calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District PPR funding as described in Section 8.1 (Page 30) will be reduced by adjusting from the date of conclusion of services to the end of the school year.

12.4. Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that the District will

supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the School year. The District's authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below, and 2) reassignment of students to different Schools. School personnel and Charter Board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.5. Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District including, but not limited to, real property, will be returned to and will remain the property of the District. Notwithstanding the above, the District will not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

13. GENERAL PROVISIONS

13.1. Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control, followed by Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.

13.2. Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 (Page 13) and the School's governing body and executed by authorized representatives of the parties.

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

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

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

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

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

13.8. Notice. Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three (3) Days after mailing when sent by certified mail, postage prepaid, to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

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

IN WITNESS WHEREOF, the parties have executed this Contract by Effective Date.

ASPEN RIDGE PREPARATORY SCHOOL

705 Austin Ave

Erie, CO 80516

By _____

Eric Rinard, President

Board of Directors

ATTEST:

Liz Locricchio, Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

395 S. Pratt Parkway

Longmont, CO 80501

303-682-7203

(fax) 303-682-7343

By _____

Karen Ragland, President

Board of Education

ATTEST:

Sarah Hurianek, Secretary

Board of Education

EXHIBIT A WAIVERS FROM STATE LAW AND/OR REGULATIONS

EXHIBIT B DISTRICT POLICY EXEMPTIONS/WAIVERS

SVVSD BOARD POLICIES eff 07/2019		Automatic Waivers	ARA	FY20 Update	New
SECTION A - FOUNDATIONS AND BASIC COMMITMENTS					
AA	School District Legal Status				
AC	Nondiscrimination/Equal Opportunity			Title IX	
AC-R	Reporting Discrimination/District Response to Discrimination Complaints – Regulation				
AC-E-1	Nondiscrimination/Equal Opportunity (Notice) – Exhibit			Title IX	
AC-E-2	Nondiscrimination/Equal Opportunity (Complaint Form) – Exhibit			Title IX	
AC-R-1 (Option 1)	Nondiscrimination/Equal Opportunity (Complaint and Compliance Process)-District employee as compliance officer			Title IX	New
AC-R-1 (Option 2)	Nondiscrimination/Equal Opportunity (Complaint and Compliance Process) - Superintendent employee as compliance officer			Title IX	New
AC-R-2	Sex-Based Discrimination and Sexual Harassment Investigation Procedures			Title IX	New
ACE	Nondiscrimination on the Basis of Disability				
AD	School District Mission/Educational Philosophy				
ADC	Tobacco-Free Schools			2020 Legislation	
ADD	Safe Schools				
ADD-R	District Safety/Security Committees – Regulation				
ADF	School Wellness				
AE	Accountability/Commitment to Accomplishment				
AED*	Accreditation				
AEE*	Waiver of State Law and Regulation				
SECTION B - SCHOOL BOARD GOVERNANCE AND OPERATIONS					
BBA	School Board Powers and Responsibilities				
BBBA	Board Member Qualifications				
BBBE	Unexpired Term Fulfillment/Vacancies				
BBBG	Board Elections				
BC	School Board Member Conduct				
BC-R	School Board Member Financial Disclosure – Regulation				
BC-E-1	Code of Ethics for School Board Members – Exhibit				
BC-E-2	Code of Ethics for School Board Members – Exhibit				
BCAA	Gifts, Awards, Honorariums and Sponsorships				
BCAA-E	Gifts, Awards, Honorariums and Sponsorships Guidelines – Exhibit				
BCB	School Board Member Conflict of Interest				
BDA	Board Organizational Meeting				
BDB	Board Officers				
BDF	Advisory Committees				
B DFA*	District Personnel Performance Evaluation Council				
BDFB*	Career and Technical Advisory Committees Council (Career and Technical Program Advisory Committees)				
BDFC*	Preschool Council				
BDG	Legal Claims and Charges				
BE	School Board Meetings				
BEC	Executive Sessions				
BEDA	Notification of School Board Meetings				
BEDB	Agenda				
BEDD	Rules of Order				
BEDF	Voting Method				
BEDG	Minutes				
BEDH	Public Participation at School Board Meetings				
BEDH-R	Public Participation at School Board Meetings – Regulation				
BEDJ	Media Coverage of Board Meetings				
BG	School Board Policy Process				
BIBA	Board Member Travel, Conventions, Workshops and Other Expenses				

BIBA-R	Board Member Travel, Conventions, Workshops and Other Expenses – Regulation				
BID/BIE	Board Member Compensation/Expenses/Insurance/Liability				
SECTION C - GENERAL SCHOOL ADMINISTRATION					
CBA/CBC	Qualifications, Powers and Responsibilities of Superintendent (Job Description)				
CBB	Recruitment of Superintendent				
CBD	Superintendent's Contract				
CBF	Superintendent's Conduct				
CBI	Evaluation of Superintendent				
CC	Administrative Organization				
CC-E	St. Vrain Administrative Organizational Chart – Exhibit				
CCB	Line and Staff Relations				
CH	Policy Implementation				
CHD	Administration in the Absence of Policy				
CI	Temporary Administrative Assignments				
SECTION D - FISCAL MANAGEMENT					
DA	Fiscal Management Goals/Priority Objectives				
DAB*	Financial Administration				
DAC*	Federal Fiscal Compliance				
DB	Annual Budget				
DBD	Determination of Budget Priorities				
DBG	Budget Adoption				
DBG-E-1	Deadlines in Budgeting Process Set by Statute – Exhibit				
DBK*	Fiscal Emergencies				
DD	Grants Management				
DEA	Funds from Local Tax Sources				
DFA/DFAA	Revenues from Investments/Use of Surplus Funds				
DG	Banking Services (And Deposit of Funds)				
DGA/DGB	Authorized Signatures on District Checks				
DH	Bonded Employees and Officers				
DI	Fiscal Accounting				
DIE	Annual Audit				
DJ/DJA	Purchasing/Purchasing Authority				
DJB*	Federal Procurement				
DJB*-R	Federal Procurement – Regulation				
DJCA*	Purchasing Procedures				
DJCA*-R	Purchasing Procedures – Regulation				
DJE	Procurement Procedures				
DJG	Vendor Relations				
DKC	Expense Authorization/Reimbursement				
DLB	Retirement Plans				
DLB-R	Retirement Plans – Regulation				
DN	School Properties Disposition				
DN-R	School Properties Disposition – Regulation				
SECTION E - SUPPORT SERVICES					
EBAB	Hazardous Materials				
EBAB-R	Hazardous Materials – Regulation				
EBBA	Prevention of Disease/Infection Transmission (Handling Body Fluids)				Reopening Schools
EBBA-R	Prevention of Disease/Infection Transmission (Handling Body Fluids and Substances) – Regulation				Reopening Schools
EBBB	Accident Reports				
EBCB	Safety Drills and Exercises				
EBCB-R	Safety Drills – Regulation				
EBCB-E	Record of Fire Evacuation Drill (Fire Code Section 405.5) – Exhibit				
EBCE	School Closings and Cancellations	X	X		Reopening Schools

ECA/ECAB	Security/Access to Buildings				
ECAC	Vandalism				
EEA	Student Transportation	X	X		
EEAA	Walkers and Riders	X	X		
EEAC	Bus Scheduling and Routing	X	X		
EEAE	Bus Safety Program	X	X		
EEAEA	School Transportation Vehicle Operator Requirements and Training	X	X		
EEAEAA*	Drug and Alcohol Testing for CDL Drivers	X	X		
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation	X	X		
EEAEF*	Video Cameras on Transportation Vehicles	X	X		
EEAEG*	Use of Wireless Communication Devices by School Transportation Vehicle Operators	X	X		
EEAFA	Extracurricular Activity Buses/Field Trips/Special Events Transportation				
EEAFA-R	Extracurricular Activity Buses/Field Trips/Special Events Transportation – Regulation				
EEAFB*	Use of School Buses by Community Groups				
EEAFB*-R	Use of School Buses by Community Groups – Regulation				
EEAG	Student Transportation in Private Vehicles				
EEAG-R	Student Transportation in Private Vehicles – Regulation				
EEAG-E	Form for Drivers of Private Vehicles – Exhibit				
EEBA	School Transportation Vehicles (Use of Safety Belts)				
EEBAA	Use of Wireless Communication Devices by Employees Driving District-Owned Vehicles				
EF	School Nutrition Program	X	X		
EFC	Free and Reduced-Price Food Services				
EFEA*	Nutritious Food Choices				
EGAD	Copyright Compliance				
EGAEA	Electronic Communication				
EHB	Records Retention				
EI	Insurance Program/Risk Management				
EID*	Compliance with the Health Insurance Portability and Accountability Act				
EIE*	Compliance with the Affordable Care Act				
EJ	Service Animals				
EJ-R	Service Animals – Regulation				
EJ-E-1	Appendix A – Request to be Accompanied by Service Animal/Miniature Horse (Annual Request Required) – Exhibit				
EJ-E-2	Appendix B – Service Animal/Miniature Horse Agreement – Exhibit				
SECTION F - FACILITIES PLANNING AND DEVELOPMENT					
FA	Facilities Development Goals/Priority Objectives	X	X		
FA-R	Facilities Development Goals/Priority Objectives – Regulation	X	X		
FB	Facilities Planning	X	X		
FB-R	Long-Range Facilities Planning Committee – Regulation	X	X		
FBC*	Prioritization of Facility Improvements	X	X		
FC	School Capacity Mitigation	X	X		
FD	Facilities Funding	X	X		
FDA	Bond Campaigns	X	X		
FDB	Voluntary Capital Mitigation	X	X		
FDB-R	Voluntary Capital Mitigation – Regulation	X	X		
FEA	Educational Specifications for Construction	X	X		
FEB	Architect/Engineer/Project Manager/Construction Manager	X	X		
FEB-R	Architect/Engineer/Project Manager/Construction Manager – Regulation	X	X		
FEE	Site Acquisition	X	X		
FEE-R	Site Acquisition – Regulation	X	X		
FEG	Construction Contracts Bidding and Awards				
FEGB	Contractor's Insurances, Affidavits and Guarantees				
FEH	Construction Change Orders				
FF	Naming of Facilities	X	X		

FFA	Dedications, Memorials and Recognitions	X	X		
SECTION G - PERSONNEL					
GBA	Open Hiring/Equal Employment Opportunity				2020 Legislation
GBAA	Sexual Harassment of Employees				
GBAB	Workplace Health and Safety Protection				Reopening Schools NEW
GBEA	Staff Ethics/Conflict of Interest				
GBEA-E	Staff Ethics/Conflict of Interest – Exhibit				
GBEB	Staff Conduct (And Responsibilities)				
GBEB-R	Staff Conduct (And Responsibilities) – Regulation				
GBEB-R-2	Staff Conduct (And Responsibilities) – Regulation				
GBEBA	Staff Dress Code	X	X		
GBEBC	Staff Gifts to and Solicitations by Staff	X	X		
GBEC	Alcohol and Drug-Free Workplace				
GBEC-E	Employee Acknowledgment Form, Alcohol and Drug-Free Workplace – Exhibit				
GBEE*	Staff Responsible Use of the Internet and Electronic Communications				
GBEE*-R	Staff Responsible Use of the Internet and Electronic Communications Guidelines – Regulation				
GBEE*-E-1	Staff Responsible Use of the Internet and Electronic Communications Agreement – Exhibit				
GBEE*-E-2	Non-Staff Responsible Use of the Internet and Electronic Communications Agreement – Exhibit				
GBEF	Weapons in the Workplace				
GBGA	Staff Health (And Medical Examination Requirements)				Reopening Schools
GBGA-R	Staff Health – Regulation				
GBGAB	First Aid Training	X	X		
GBGB	Staff Personal Security and Safety	X	X		
GBGC	Staff Benefits	X	X		
GBGD	Workers' Compensation	X	X		
GBGF	Federally-Mandated Family and Medical Leave	X	X		
GBGF-R	Federally-Mandated Family and Medical Leave – Regulation	X	X		
GBGI	Staff Military Leave	X	X		
GBGK	Staff Legal/Civic Duty Leave	X	X		
GBJ	Personnel Records and Files	X	X		
GBK	Staff Concerns/Complaints/Grievances	X	X		
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules	X	X		
GCE/GCF	Professional Staff Recruiting/Hiring	X	X		2020 Legislation
GCE/GCF-R	Professional Staff Recruiting/Hiring – Regulation	X	X		
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff	X	X		
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff	X	X		
GCI	Professional Staff Development	X	X		
GCKAA*	Teacher Displacement	X	X		
GCO	Evaluation of Licensed Personnel	X	X		
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff	X	X		
GCQE*	Evaluation of Evaluators	X	X		
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)	X	X		
GCS	Professional Research and Publishing	X	X		
GDA	Support Staff Positions	X	X		
GDBA	Support Staff Compensation	X	X		
GDE/GDF	Support Staff Recruiting/Hiring	X	X		2020 Legislation
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation	X	X		
GDG	Part-Time and Substitute Support Staff Employment	X	X		

GDO	Evaluation of Support Staff	X	X		
GDQB	Resignation of Support Staff	X	X		
GDQD	Discipline, Suspension and Dismissal of Support Staff	X	X		
SECTION H - NEGOTIATIONS					
HA	Negotiations Goals/Priority Objectives	X	X		
HH	Negotiating Organization (Instructional Staff)	X	X		
SECTION I - INSTRUCTION					
IC/ICA	School Year/School Calendar/Instruction Time	X	X	Reopening Schools	
IFC	Multiculturalism	X	X		
IG	Curriculum Development	X	X		
IHAI	Career and Technical Education	X	X		
IHAM	Health and Family Life/Sex Education	X	X		
IHAM-R	Health Education – Regulation	X	X		
IHAMA	Teaching about Drugs, Alcohol and Tobacco	X	X		
IHBA	Special Education Programs for Students with Disabilities	X	X		
IHBB	Gifted Education	X	X		
IHBD	Equivalence of Services (Title I)	X	X		
IHBEA	English Language Learners	X	X		
IHBF	Homebound Instruction	X	X		
IHBG	Home Schooling	X	X		
IHBIB	Primary/Preprimary Education	X	X		
IHBK	Preparation for Postsecondary and Workforce Success	X	X		
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Student Individual Career and Academic Plans regulation)	X	X		
IHCDA	Concurrent Enrollment	X	X		
IJ	Instructional Resources and Materials	X	X		
IJK	Supplementary Materials Selection and Adoption	X	X		
IJNDAB*	Instruction through Online Programs	X	X		
IJOA	Field Trips	X	X		
IJOA-R	Field Trips – Regulation	X	X		
IJOA-E	Field Trip/Activity Permission Form – Exhibit	X	X		
IJOC	School Volunteers	X	X		
IJOC-E	School Volunteer Application – Exhibit	X	X		
IK	Academic Achievement	X	X		
IKA	Grading/Assessment Systems	X	X	2020 Legislation	
IKA-R	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Guardians) – Regulation	X	X		
IKE	Ensuring All Students Meet Standards	X	X		
IKF	Graduation Requirements				
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation	X	X		
IKFA	Early Graduation	X	X		
IKFB	Graduation Exercises	X	X		
ILBC	Early Literacy and Reading Comprehension (Colorado READ Act)				
ILBC-R	Early Literacy and Reading Comprehension (Procedures to Implement the Colorado READ Act) – Regulation				
IMB	Teaching about Controversial Issues and Use of Controversial Materials	X	X		
IMDB	Flag Displays	X	X		
SECTION J - STUDENTS					
JB	Equal Educational Opportunities			2020 Legislation	
JBB*	Sexual Harassment of Students			Title IX	
JC	School Attendance Areas	X	X		
JC-R	Determination of a Student's School Attendance Area – Regulation	X	X		
JCAA	School Districting/Redistricting	X	X		
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation	X	X		

JEA	Compulsory Attendance Ages				
JEB	Entrance Age Requirements				
JF	Admissions and Denial of Admissions			2020 Legislation	
JF-E	Admissions and Denial of Admissions – Exhibit				
JFABB	Admission of Non-Immigrant Foreign Exchange Students				
JFABB-R	Admission of Non-Immigrant Foreign Exchange Students – Regulation				
JFABB-E	Admission of Non-Immigrant Foreign Exchange Students – Exhibit				
JFABD	Homeless Students				
JFABD-R	Homeless Students – Regulation				
JFABE*	Students in Foster Care				
JFABE*-R	Students in Foster Care – Regulation				
JFBA/JFBB	Open Enrollment			2020 Legislation	
JFBA/JFBB-R	Open Enrollment – Regulation				
JFC	Student Withdrawal from School/Dropouts				
JFC-R	Student Withdrawal from School/Dropouts – Regulation				
JGA	Assignment of New Students to Classes and Grade Levels	X	X		
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Instruction or Non-accredited Private Schools) – Regulation	X	X		
JH	Student Absences and Excuses	X	X	Reopening Schools	
JH-R	Student Absences and Excuses – Regulation	X	X		
JHB	Truancy				
JHD	Exclusions and Exemptions from School Attendance	X	X		
JIC	Student Conduct	X	X		
JICA	Student Dress Code	X	X		
JICC	Student Conduct in School Vehicles	X	X		
JICC-R	Student Conduct in School Vehicles – Regulation	X	X		
JICDA	Code of Conduct	X	X		
JICDD	Violent and Aggressive Behavior			2020 Legislation	NEW
JICDE*	Bullying Prevention and Education	X	X	2020 Legislation	
JICEA	School-Related Student Publications (School Publications Code)	X	X	2020 Legislation	
JICEA-R	School-Related Student Publications (School Publications Code) – Regulation	X	X		
JICEC	Student Distribution of Noncurricular Materials			2020 Legislation	NEW
JICEC*	Student Petitions and Distribution of Non-Curricular Materials	X	X		
JICEC*-R	Student Petitions and Distribution of Non-Curricular Materials – Regulation	X	X		
JICF	Secret Societies/Gang Activity	X	X		
JICG	Use of Tobacco by Students	X	X		
JICH	Drug and Alcohol Involvement by Students	X	X		
JICH-R	Drug and Alcohol Abuse by Students – Regulation	X	X		
JICI	Weapons in School	X	X		
JIH	Student Interviews, Interrogations, Searches and Arrests	X	X		
JIH-R	Student Interviews, Interrogations, Searches and Arrests – Regulation	X	X		
JIHB	Parking Lot Searches	X	X		
JII	Student Concerns, Complaints and Grievances	X	X	Title IX	
JII-E	Grievance Form – Exhibit	X	X		
JJA-1	Curriculum Related Student Organizations	X	X		
JJA-2	Student Organizations – Open Forum	X	X		
JJA-2-R	Non-Curricular Student Organizations (Secondary Schools) – Regulation	X	X		
JJA-2-E	Request for Building Use by Non-Curricular Student Groups – Exhibit	X	X		
JJF	Student Activities Funds	X	X		
JJH	Student Travel	X	X		
JJIB	Interscholastic Sports	X	X		
JJJ	Extracurricular Activity Eligibility	X	X		
JJJ-R	Extracurricular, Co-Curricular and Intramural Activity Eligibility – Regulation	X	X		
JK	Student Discipline	X	X		
JK-R	Student Discipline – Regulation				
JK*-2	Discipline of Students with Disabilities				

JKA	Use of Physical Intervention and Restraint				
JKA-R	Use of Physical Intervention and Restraint – Regulation				
JKA-E-2	Complaint Procedures and Regulations Regarding the Use of Restraint or Seclusion -Exhibit				
JKBA*	Disciplinary Removal from Classroom	X	X		
JKBA*-R	Disciplinary Removal from Classroom – Regulation	X	X		
JKD/JKE	Suspension/Expulsion of Students (and Other Disciplinary Interventions)				
JKD/JKE-R	Suspension/Expulsion of Students (Hearing Procedures) – Regulation				
JKD/JKE-E	Grounds for Suspension/Expulsion – Exhibit				
JKF*	Educational Alternatives for Expelled Students				
JKF*-R	Educational Alternatives for Expelled Students – Regulation				
JKG*	Expulsion Prevention				
JLC	Student Health Services and Requirements				
JLC-R	Student Health Services and Requirements (Special Health Problems) – Regulation				
JLCB	Immunization of Students				
JLCC	Communicable/Infectious Diseases			Reopening Schools	
JLCD	Administering Medications to Students				
JLCD-R	Administering Medications to Students – Regulation				
JLCD-E	Written Plan-Administration of Medical Marijuana to Qualified Students – Exhibit				
JLCDA*	Students with Food Allergies				
JLCE	First Aid and Emergency Medical Care				
JLCE-R	First Aid and Emergency Medical Care – Regulation				
JLCF	District School Nurses	X	X		
JLCF-R	District School Nurses – Regulation	X	X		
JLD	School Counseling Programs	X	X		
JLDAC	Screening/Testing of Students (And Treatment of Mental Disorders)				
JLF	Reporting Child Abuse/Child Protection				
JLF-R	Reporting Child Abuse/Child Protection – Regulation				
JLF-E	Report of Suspected Child Abuse or Neglect – Exhibit				
JLIB	Student Dismissal Precautions				
JLIF	Use of Safety and Security Technologies	X	X		
JLIF-R	Use of Safety and Security Technologies – Regulation	X	X		
JLJ*	Physical Activity	X	X		
JM	Student Awards, Honors and Scholarships	X	X		
JM-R	Student Awards, Honors and Scholarships – Regulation	X	X		
JQ	Student Fees, Fines and Charges	X	X		
JQ-R	Student Fees, Fines and Charges – Regulation	X	X		
JQ-E	Schedule of Student Fees – Exhibit	X	X		
JRA/JRC	Student Records/Release of Information on Students				
JRA/JRC-R	Student Records/Release of Information on Students (Notification to Parents and Students of Rights Concerning Student Education Records) – Regulation				
JRCA*	Sharing of Student Records/Information between School District and State Agencies				
JRCB*	Student Information Privacy and Protection Procedures) - Regulation				
JRCB*-R	Student Information Privacy and Protection (Public Hearing and Complaint				
JS*	Student Responsible Use of the Internet and Electronic Communications				
JS*-R	Student Responsible Use of the Internet and Electronic Communications Guidelines – Regulation				
JS*-E	Student Responsible Use of Technology, Access and Digital Communication Expectations – Exhibit				
SECTION K - SCHOOL-COMMUNITY-HOME RELATIONS					
KB	Parent Engagement in Education				
KBA	District Title I Parent and Family Engagement				
KBA-E	School-Level Title I Parent and Family Engagement (School/Parent Compact) – Exhibit				
KBBA	Custodial and Noncustodial Parent Rights and Responsibilities				
KBBA-R	Custodial and Noncustodial Parent Rights and Responsibilities – Regulation				
KBE	Relations with Parent Organizations				

KBE-R	Organizational Options for Parent Organizations (POs) – Regulation				
KCB	Public Participation in Decision Making				
KCD	Public Gifts to Schools				
KCD-E	St. Vrain Valley School District Gift Acceptance Form – Exhibit				
KD	Public Information and Communications				
KDB	Public’s Right to Know/Freedom of Information				
KDB-R	Public’s Right to Know/Freedom of Information – Regulation				
KDBA*	Parent Notification of Employee Criminal Charges – Regulation				
KDE	Emergency Management (Safety, Readiness and Incident Management Planning)				
KE	Public Concerns and Complaints	X	X		
KEC	Public Concerns/Complaints about Instructional Resources	X	X		
KEF*	Public Concerns/Complaints about Teaching Methods, Activities or Presentations	X	X		
KF	Community Use of School Facilities	X	X		
KFA	Public Conduct on District Property				
KG	Public-Private Enterprise Opportunities				
KGA	School Foundations				
KHB	Advertising and Sponsorships	X	X		
KHB-R	Advertising and Sponsorships – Regulation	X	X		
KHC	Distribution/Posting of Non-curricular Materials	X	X		
KHC-R	Distribution/Posting of Non-curricular Materials – Regulation	X	X		
KI	Visitors to Schools	X	X	Reopening Schools	
KL					
KLK					
KLJ					
KLH					
KLG	Relations with State Agencies				
SECTION L - EDUCATION AGENCY RELATIONS					
LBB	Cooperative Educational Programming				
LBD*	Relations with District Charter Schools			2020 Legislation	
LBD*-R	Relations with District Charter Schools (Procedures for Establishment, Review, Renewal, Revocation and Closure) – Regulation				
LBD*-E	District Charter School Intent to Apply Form – Exhibit				
LBDB*-1	Relations with Institute Charter Schools (School Boards with Exclusive Chartering Authority)				
LC	Relations with Education Research Agencies				
LDA	Student Teaching				
LDA-R	Student Teaching and Internships – Regulation				

EXHIBIT C OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

EXHIBIT D ENROLLMENT PROCEDURES

EXHIBIT E UNIFIED IMPROVEMENT PLAN

EXHIBIT F DISTRICT ACCREDITATION INDICATORS

EXHIBIT G EDUCATIONAL PROGRAM CHARACTERISTICS

EXHIBIT H PLAN FOR ENGLISH LANGUAGE LEARNERS

EXHIBIT I DUE PROCESS GUIDELINES AND CHECKLIST

EXHIBIT J
Additional Services Agreement
Aspen Ridge Preparatory School

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2024-2025 school year. Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services				
Required Services Pursuant to Section 10.4		FY25		
	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Required Enterprise Applications				
Infinite Campus License	627	\$ 13.82		\$ 8,665.14
PowerSchool Unified Insights		4.07		2,551.89
PowerSchool Performance Matters		6.53		4,094.31
PowerSchool Special Programs (SPED IEP system)		2.87		1,799.49
Classlink		2.84		1,780.68
Microsoft Azure Authentication and MultiFactor Authentication	12		\$ 59.98	719.76
<i>Personnel Costs (IC, Unified Insights, ClassLink, etc.)</i>		16.56		10,383.12
Total				\$ 29,994.39
Optional Services				
	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Optional Enterprise Applications				
Google Workspace for Education Plus (Required for TPCA)	627	\$ 3.70		\$ 2,319.90
Meet the Teacher (Aspen Ridge, Flagstaff, Montessori, Twin Peaks only)*				711.67
Webex (TPCA only)	0		\$ 90.04	-
Total				\$ 3,031.57
Human Resources				
	RedRover Use (1 or 0)	Annual Cost	Total Cost	
RedRover License (may not be available)	1	\$ 1,500.00	\$	1,500.00
Total			\$	1,500.00
Warehouse				
	Delivery Service (1 or 0)	Annual Cost	Total Cost	
Delivery Service	1	\$ 3,000.00	\$	3,000.00
Total			\$	3,000.00
Total Exhibit J Service/License Costs:			\$	37,525.96

Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. Yes No

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes No

Ad Hoc - As Requested Basis

Note: This is not an all-inclusive list. There may be other items that the charter school contracts with the District

Other miscellaneous expenses incurred by the District on behalf of the charter school

-These services and supplies are to be paid at full cost and billed as needed-

- Substitute Teacher Jobs (Salary, PERA, Medicare)
- Workers Compensation Insurance Surcharge per Substitute Teacher Day (\$3.00 for full day sub/ \$1.50 for half-day sub)
- Unemployment Charges
- Transportation Reimbursement (Field Trips)
- Warehouse Orders
- "100 Mile Club" Reimbursement
- Work tickets and work requests submitted to DTS
- Annual Publications - MS & HS Options program
- External Audit Services

Student Services:

- Hearing and Vision Screenings for Schools under 400 Students: \$300 for initial screening; \$105 for rechecks
- Hearing and Vision Screenings for Schools over 400 Students: \$600 for initial screening; \$210 for rechecks

- Truancy Filings (\$55/hour)

State Categorical Aid:

- **100% of GT money is passed through the charter schools.**
- Gifted & Talented Services (Screenings, Consultation and Trainings) Will be provided at actual District cost of \$50 per hour
- **ELPA Services - The following services will be provided at no charge in lieu of ELPA funding or may be purchased directly**
 - Summer School (\$450/student)
 - ACCESS Data Parent Comm/Reports/Disaggregated Data (\$10/student)
 - ACCESS Training
 - Consulting on "As Needed" Basis (\$50/hour)
 - Consulting Support Services (\$50/hour)
 - ESL Teacher Training 4 Meetings (\$350/teacher)
 - Newsletter (\$2/Student)
 - Other Non-ESL Literacy Support: Seminars, READ ACT, Compliance, Testing and Literacy (\$425/Teacher)
 - Parent Meetings (\$10/student)
 - WAPT - Screening, Input, Electronic Filing, Communication, etc. (\$25/student)

Federal Categorical Aid:

- **Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.**
- **Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:**
 - In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs
 - MTSS/PBIS Support
 - Classroom Management
 - Partners in Education (PIE) Master's Program Coaching
 - New Teacher Induction/What I Didn't Learn in College
 - New Administrator Induction
 - Teacher Mentor Training

Financial Services:

- Credit Card Processing Fees
- Banking Fees (as/if needed)

Acknowledged by:

Name

Signature

Title

Date

EXHIBIT K TRANSPORTATION PLAN AGREEMENT, INDEMNIFICATION AND RELEASE