



**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 May 31 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

Automatic Waivers for Charter Schools

The General Assembly enacted the Colorado Charter Schools Act of 1993 (Act), C.R.S. 22-30.5-101 et seq., to encourage new and innovative methods of educating students by allowing for public charter schools which would have greater control over decisions related to educational programming in exchange for increased accountability for performance. C.R.S. 22-30.5-102. Consistent with this legislative intent, the Act allows charter schools to request waivers from certain state statutes and rules. There are two types of waivers: automatic and non-automatic waivers. Automatic waivers are automatically granted to charter schools upon the establishment and renewal of a charter contract, whereas non-automatic waivers require rationale and replacement plans.

Pursuant to C.R.S. 22-30.5-104(6)(b), the State Board of Education has promulgated rules that list the automatic waivers for all charter schools. 1 CCR 301-35, 2217-R-3.01. In promulgating the list of automatic waivers, the State Board of Education considers the overall impact and complexity of the requirements specified in the statute and the potential effects that waiving the statute may have on the practices of a charter school.

Pursuant to C.R.S. 22-44-305(2), the Colorado Department of Education (CDE) and the Colorado Charter School Institute (CSI), working with the Colorado League of Charter Schools (CLCS), developed the following standardized description and rationale for each of the statutes included on the list of automatic waivers.

C.R.S. 22-1-112 School Year – National Holidays. This statute sets a state school year and national holiday schedule. A waiver of this statute authorizes a charter school to develop its own school calendar that fits its unique needs.

C.R.S. 22-32-109(1)(f) Local Board Duties Concerning Selection of Staff and Pay. This statute authorizes each school district to employ and compensate all personnel required to maintain the operations and carry out the educational program of the district. A waiver of this statute allows a charter school to hire its own staff and set compensation structures independent from the district.

C.R.S. 22-32-109(1)(t) Determine Educational Program and Prescribe Textbooks. This statute authorizes each school district to determine its educational programs and prescribe textbooks for such programs. A waiver of this statute enables a charter school to choose its own educational program and textbooks in accordance with its charter application as approved by its authorizer.

C.R.S. 22-32-110(1)(h) Local Board Powers – Terminate Employment of Personnel. This statute authorizes each school district to terminate the employment of personnel. A waiver of this statute permits a charter school to terminate its own personnel.

C.R.S. 22-32-110(1)(i) Local Board Duties – Reimburse Employees for Expenses. This statute authorizes each school district to reimburse employees for work-related expenses. A

waiver of this statute permits a charter school to adopt its own policies and procedures for employee expense reimbursement.

C.R.S. 22-32-110(1)(j) Local Board Powers – Procure Life, Health, and Accident Insurance. This statute authorizes each school district to obtain insurance coverage for its employees. A waiver of this statute permits a charter school to negotiate and procure its own group life, health, or accident insurance coverage for its employees.

C.R.S. 22-32-110(1)(k) Local Board Powers – Policies Related to In-service Training and Official Conduct. This statute authorizes each school district to adopt written policies relating to employee efficiency, in-service training, professional growth, official conduct, and welfare of employees. A waiver of this statute permits a charter school to adopt its own policies in these areas.

C.R.S. 22-32-110(1)(ee) Local Board Powers- Employ Teachers’ Aides and Other Non-certified Personnel. This statute authorizes each school district to employ teachers’ aides and other non-licensed personnel. A waiver of this statute permits a charter school to employ its own teachers’ aides and other non-licensed personnel.

C.R.S. 22-32-126 Employment and Authority of Principals. This statute authorizes each school district to employ licensed principals. A waiver of this statute permits a charter school to employ its own, possibly non-licensed, principals.

C.R.S. 22-33-104(4) Compulsory School Attendance. This statute requires each school district to adopt a written policy setting forth attendance requirements. A waiver of this statute permits a charter school to adopt its own attendance requirements in accordance with applicable laws and regulations (*e.g.*, C.R.S. 22-33-104; 1 CCR 301-78).

C.R.S. 22-63-301 Teacher Employment, Compensation, and Dismissal Act – Grounds for Dismissal. This statute sets forth the grounds under which a school district may dismiss a teacher. A waiver of this statute permits a charter school to exercise at-will employment and establish its own grounds for teacher dismissal, provided that employment decisions are made in accordance with applicable laws and regulations (*e.g.*, anti-discrimination laws).

C.R.S. 22-63-302 Teacher Employment, Compensation, and Dismissal Act – Procedures for Dismissal of Teachers. This statute sets forth the state procedures for teacher dismissal. A waiver of this statute permits a charter school to exercise at-will employment and determine its own procedures for teacher dismissal, provided that decisions are made in accordance with applicable laws and regulations.

C.R.S. 22-63-401 Teacher Employment, Compensation, and Dismissal Act – Teachers Subject to Adopted Salary Schedule. This statute authorizes each school district to adopt a teacher salary schedule. A waiver of this statute permits a charter school to create its own salary schedule that fits its unique needs.

C.R.S. 22-63-402 Teacher Employment, Compensation, and Dismissal Act – Certificate Required to Pay Teachers. This statute authorizes each school district to pay only licensed teachers. A waiver of this statute permits a charter school to pay non-licensed teachers, provided that the school has a waiver from C.R.S. 22-63-201 (relating to the requirement to employ licensed teachers).

C.R.S. 22-63-403 Teacher Employment, Compensation, and Dismissal Act – Payment of Salaries upon Termination. This statute requires that upon the dismissal of a teacher and prior to the end of that teacher’s employment contract, each school district must pay the pro rata share of salary installments due and payable under the employment contract for the period during which no services are required to be performed. Consistent with the at-will nature of charter school employment, a waiver of this statute enables a charter school to terminate a teacher’s pay upon dismissal, provided that decisions are made in accordance with applicable laws and regulations.

Charter School Waiver Request Addendum

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

Statutory Citation and Title: 22-9-106 Local Boards of Education - duties Section from Certificated Personnel Evaluations & 22-2-112(1)(q)(I) Educator Preparation Program Reporting

Rationale: ARPS utilizes its own evaluation system as agreed to in the charter school contract with the St. Vrain Valley School District. The evaluation system will continue to meet the intent of the law and comply with the requirements established pursuant to this section and the rules promulgated by the state board and senate bill 191. The methods used in teacher evaluation are clear to the teacher's roles and responsibilities and are tied primarily to student achievement. ARPS will not be required to report teacher evaluation data, however teacher performance, related to student achievement will be reviewed by the school to inform hiring practices and professional development. All new teachers will undergo an Induction Program during their first year of employment, run by ARPS's Leadership Team.

Replacement Plan: Employee Handbook

Duration of Waivers: Permanent.

Financial Impact: The ARPS Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the School.

How the Impact of the Waivers Will be Evaluated: ARPS will conduct formal annual teacher evaluations, with the Head of School, school administration, and Board assuming specific responsibilities in the evaluation process. The evaluations will vary in important elements from those used by the District, and will antecede contract renewal discussions.

Expected Outcome: Annual evaluation forms and processes are in place for all employees.

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

Statutory Citation and Title: 22-63-201 Employment-License Required- Exception

Rationale: Waiver is requested because ARPS may wish, in certain limited circumstances, to employ qualified, non-licensed personnel. However, it is the express intention of the ARPS Board to consider licensed applicants first. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The ARPS Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: Employee Handbook & C.R.S. 22-32-110(1)(ee) Local Board Powers-Employ Teachers' Aides and Other Non- certified Personnel.

Duration of Waivers: Permanent

Financial Impact: The ARPS Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the School.

How the Impact of the Waivers Will be Evaluated: Implemented policy AR-GCFC that regulates the hiring of non-licensed personnel. This policy has enabled ARPS to employ individuals, which complement and enhance the education of ARPS students.

Expected Outcome: ARPS will hire the best teacher for the job regardless of formal licensure.

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

Statutory Citation and Title: 22-63-202 Employment Contracts

Rationale: Waiver is requested because ARPS will establish its own employment agreements, including the ability to enter into and void employment agreements. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The ARPS Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: Employee Manual & C.R.S. 22-32-110(1)(ee) Local Board Powers-Employ Teachers’ Aides and Other Non- certified Personnel.

Duration of Waivers: Permanent

Financial Impact: The ARPS Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the School.

How the Impact of the Waivers Will be Evaluated: “At Will” contracts are in place and are annually reviewed by an attorney on retainer to ARPS.

Expected Outcome: The above policies have been adopted and followed. Each of the School’s teachers and Administrators has entered into an individual annual agreement.

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

Statutory Citation and Title: 22-63-203 Renewal of Contract & 22-63-206

Transfer of Teachers and Salary Adjustments

Rationale: Waiver is requested because ARPS will establish its own employment agreements, including the ability to enter into and void employment agreements. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The ARPS Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: Employee Manual

Duration of Waivers: Permanent

Financial Impact: The ARPS Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the School.

How the Impact of the Waivers Will be Evaluated: "At Will" contracts are in place and are annually reviewed by an attorney on retainer to ARPS.

Expected Outcome: The above policies have been adopted and followed. Each of the School's teachers and Administrators has entered into an individual agreement.

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

Statutory Citation and Title: 22-1-110 Controlled Substance Use Curriculum

Rationale: Waiver is requested because ARPS will include in its curriculum ARPS Board approved instruction regarding substance abuse. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The ARPS Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: ARPS follows all applicable laws regarding Controlled Substances and Substance Abuse.

Duration of Waivers: Permanent

Financial Impact: The ARPS Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the School.

How the Impact of the Waivers Will be Evaluated: Annual examination of curriculum and instructional materials, and new curriculum approved by the board of directors.

Expected Outcome: The ARPS Community will choose its own curriculum and appropriate grade level of instruction.

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

Statutory Citation and Title: 22-32-109(1)(b) Adopting Policies and Prescribing Rules and Regulations

Rationale: Waiver is requested because ARPS intends to adopt its own policies for the appropriate administration of the School. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The ARPS Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: Policy Manual

Duration of Waivers: Permanent

Financial Impact: The ARPS Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the School.

How the Impact of the Waivers Will be Evaluated: The ARPS Board hires its own qualified Head of School, employing criteria specified in its Contract with the District. ARPS, in consultation with its Head of School, shall further determine what policies and regulations are appropriate and necessary for its operation and governance, provided these are consistent with the terms of the Contract and state law, and shall enact and implement the same.

Expected Outcome: The ARPS Board, Committees, and Head of School have joined together to write replacements for all waived policies.

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

Statutory Citation and Title: 22-32-109(1)(n)(I) and 22-32-109(1)(n)(II) Establishing a School Calendar for the District

Rationale: Waiver is requested because ARPS has determined its own school calendar, using the district's calendar as a model, and conforming to it whenever possible. ARPS will observe all official District holiday and weather-related school closings, and adheres to statutory requirements for minimum hours of attendance. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The ARPS Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: CRS 22-32-109(1)(n)(I) and 22-32-109(1)(n)(II) ARPS Calendar is published on the website.

Duration of Waivers: Permanent

Financial Impact: The ARPS Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the School.

How the Impact of the Waivers Will be Evaluated: By establishing a separate school calendar, ARPS anticipates an increase in the number of hours spent in the classroom, as compared to the SVVSD. The School will typically observe the same holiday and weather related school closings as the rest of the District. The School reserves the right to determine its own in service scheduling, which will vary from the District's schedule. ARPS Board will approve the school calendar each school year.

Expected Outcome: A school calendar has been established each year and an increase in classroom hours has been achieved. The policy regarding ARPS school calendar can be found on our website.

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

Statutory Citation and Title: 22-32-110(1)(y) Local Board Powers-Accept gifts, donations, grants

Rationale: In order to ensure that Aspen Ridge Preparatory School is able to operate effectively, the school engages in fund development efforts. Funds are raised from a wide range of foundations, corporations, and individuals. In addition, the school occasionally receives gifts, which can be used to further support the programs.

Replacement Plan: ARPS engages in responsible fundraising efforts and receives and executes gifts, donations and/or grants in alignment with the donors' wishes, along with local, state and federal laws. In cases of giving in which funds are unrestricted, the school, with the support of the school's Board of Directors and Finance Committee, determines the most effective use of the funds.

Duration of Waivers: Permanent

Financial Impact: The ARPS Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the School.

How the Impact of the Waivers Will be Evaluated: Because adequate funding is necessary to implement the School's programs, the impact of this waiver is measured by the performance criteria and assessments as set forth in the contract between ARPS and the SVVSD. Further, ARPS complies with all audits, in which faithful execution of gifts, donations and grants are accounted for.

Expected Outcome: The waiver enables ARPS to faithfully execute its mission as presented in the contract between ARPS and the SVVSD.

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

Statutory Citation and Title: 22 1014(2)(a) Kinder School Readiness

Rationale: ARPS requests that we be granted the authority to adopt our own assessments to meet the intent of the School Readiness Statute. The domains of physical well-being, motor development, social-emotional development, language and comprehension development; and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues based throughout the program.

Replacement Plan: ARPS has identified each component of school readiness as it is defined in statute; physical well-being and motor development, social and emotional development, language and comprehension development and cognitive and general knowledge. We have identified or developed assessments, observation protocols and other qualitative methods to evaluate each component. Aspen Ridge has a Kindergarten program utilizing the Core Knowledge curriculum in addition to the Common Core/State Standards.

Duration of Waivers: Permanent

Financial Impact: The ARPS Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the School.

How the Impact of the Waivers Will be Evaluated: Completed evaluations will be done on each kindergarten student, interventions implemented during the school year and results placed in their permanent file in June of the child's Kindergarten school year. Students requiring additional intervention will be serviced through our school MTSS program.

Expected Outcome: ARPS will complete an evaluation of each component of school readiness and provide interventions for each child not meeting benchmark.

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 | | | | |
| BDFA* | 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 |

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|--|--|---|---|--|--|
| 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 | | |

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|------------------------------|---|----------|----------|--------------------------|------------|
| 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 | | |

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|---------------------------------|---|---|---|-------------------|--|
| 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 | | |

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|-------------|--|---|---|-------------------|-----|
| 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 | | | | |

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|--|---|---|---|-------------------|--|
| 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 | Relations with State Agencies | | | | |
| KL | 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

RATIONALE: Aspen Ridge Preparatory School is committed to recruiting and retaining a diverse student population that represents the cultural, ethnic, and socio-economic diversity within the Erie area. The founders of Aspen Ridge believe that diversity is an important element for the school that will enrich the educational experience for all of its students. This outreach plan encompasses the two themes of Communication and Accessibility.

Communication

1. The outreach materials will be directed toward two populations:
 - a. Free/reduced lunch eligible students AND
 - b. Students who are classified members of one of the ethnic minority groups whose enrollment is tracked by the district.
2. We will provide and encourage the free/reduced lunch eligible application (as provided by the District) as part of the enrollment process.
3. We will work to craft outreach materials which are specifically tailored to appeal to each of the groups above (free/reduced lunch eligible and racial/ethnic minorities).

Goal: ARPS will implement outreach activities specifically targeting the FRL population.

Activities:

- Display enrollment information in community locations such as the Library and Community Center.
- Hold information sessions and tours prior to and during the open enrollment window.
- Advertise enrollment through local events, social media, and local marketing opportunities in print.

Goal: ARPS will implement outreach activities specifically targeting the racial and ethnic minority student population

Activities:

- Establish and maintain relationships with organizations such as the Erie Community Center, Erie Chamber of Commerce, local businesses, and attending families--where word of mouth is a key marketing tool.

Accessibility

1. ARPS will work to minimize transportation barriers, since free bus service will not be available to students.

2. ARPS will work to minimize language barriers. Demographics indicate that two dominant languages in the area are English and Spanish. After enrollment, ARPS will support these students in the manner described in its application and will provide programs similar to those provided by the district.
3. ARPS will work to minimize financial barriers for students and will follow the District's procedures for assessing eligibility for waiving required fees.

Goal: ARPS will support parents in finding viable methods for getting students to and from school.

Activities:

- Parent volunteers will work with families to arrange carpool solutions.
- ARPS will provide information about public transportation available in the area.

Goal: ARPS will support parents' access to the school by reducing the language barriers that prevent understanding of enrollment information.

Activities:

- Provide a Spanish speaker/translator as necessary.
- Provide all website information in a growing number of languages including English and Spanish through Google Translate.
- Enrollment documents available for downloading will be presented in both English and Spanish.

Goal: ARPS will support families in covering direct and indirect costs of enrolling their children in our school.

Activities:

- ARPS is registered and enrolled in Universal PreKindergarten, which allows families to choose Aspen Ridge as a school of choice for their child, at no cost.
- Automatically apply discounts to tuition, fees, and programs for students who qualify for free/reduced lunch.
- Provide daily lunch service for students, enabling access to free/reduced meals to qualifying students.

EXHIBIT D

ENROLLMENT PROCEDURES

Enrollment Preferences

Enrollment preferences will be given to the following types of students:

- a) Siblings of students already enrolled in the School will be automatically enrolled according to space availability.
- b) Children of founding families, Charter Board member's and School teachers' children (not to exceed 20% of overall enrollment).
- c) All other students living within District boundaries.

Selection Method

When the number of applicants exceeds the number of spaces available, students will be selected by a random lottery, taking into consideration the enrollment preferences described above. If additional spaces become available after the initial selection, students will be offered admission based on their order on the waiting list. Any spaces available after all students on the waiting list have been offered admission will be filled on the first-come, first-served basis. Waiting lists are not maintained from year to year; students on the waiting list who are not offered admission and wish to be considered for admission the following year must submit a new application.

Enrollment Timeline and Procedures

The School may establish its own enrollment timeline and procedures subject to the following conditions:

- a) Prior to submitting an application for admission, parents and students will be encouraged to attend an informational meeting/tours about the School.
- b) The School will make clear at meetings and in written information provided along with the application that any student residing in Colorado who meets the eligibility requirements described in Section 6.3, 6.4, and 6.5 may apply; although admission is based on the preferences listed in Exhibit C.
- c) The School will begin publicizing the availability of student positions at the School at least two months prior to the date of the lottery.
- d) The lottery will be held no earlier than December 15 and no later than February 15 of the year for which enrollment is being selected.
- e) Based on space availability, the School will continue to accept students from its waiting list or, if the waiting list is exhausted, from parents submitting applications after the deadline for the lottery up until October 1. The School may accept students after October 1 at its discretion following the District's administrative transfer process.

EXHIBIT E

UNIFIED IMPROVEMENT PLAN



Colorado's Unified Improvement Plan for Schools

Aspen Ridge Preparatory School UIP 2024-25 | School: Aspen Ridge Preparatory School | District: St Vrain Valley RE1J | Org ID: 0470 | School ID: 0071
| Framework: Improvement Plan |

Table of Contents

- Executive Summary
- Improvement Plan Information
- Narrative on Data Analysis and Root Cause Identification
- Action and Progress Monitoring Plans

Executive Summary



Priority Performance Challenges



Root Cause



Major Improvement Strategies

- *CMAS English Language Arts Growth*



- Inconsistent implementation of data driven instruction
- Inconsistent implementation and use of formative assessments.



- Assessment and Data Analysis
- Professional Development

- *CMAS Math Growth*



- Inconsistent implementation and use of formative assessments.



- Assessment and Data Analysis

- Inconsistent implementation of data driven instruction

- Professional Development

Access the School Performance Framework here: <http://www.cde.state.co.us/schoolview/performance>

Access the Literacy Curriculum Transparency Dashboard here: <https://www.cde.state.co.us/code/literacycurriculumtransparency-dashboard>

Improvement Plan Information

Additional Information about the School

Narrative on Data Analysis and Root Cause Identification

Description of School Setting and Process for Data Analysis

Aspen Ridge Preparatory School is a Pre-K through 8th grade Core Knowledge public charter school of choice within the St. Vrain Valley School District. Located in Erie, Colorado, the southernmost portion of SVVSD, Aspen Ridge opened its doors in 2011 with 170 students and has grown to approximately 593 students in the 23-24 school year. Current demographics at Aspen Ridge are 81% White, 7.5% Hispanic or Latino, 5.9% Asian, and 4.8% two or more races. There are approximately 8.2% Free and Reduced, 8.4% Students with Disabilities, 3.8% Multilingual Learners, 4.6% Gifted Students, and 7% of students on READ Plans. The average attendance rate for Aspen Ridge Preparatory is 94% or higher. The UIP has been created in collaboration with our Instructional Leadership Team, administration, and SAC committee members. Sources of data and information include current and historical assessments such as CMAS, Renaissance (STAR), and Acadience.

Prior Year Targets

Provide a summary of your progress in implementing the Major Improvement Strategies and if they had the intended effect on systems, adult actions, and student outcomes (e.g. targets).

Based on your reflection and evaluation, provide a summary of the adjustments that you will make for this year's plan.

Current Performance

- Aspen Ridge met the state/federal expectations for Academic Achievement on the 2024 School Performance Framework with an overall rating of 63.3%. Our elementary academic achievement scores placed us in the 55th percentile for English/Language Arts and the 74th percentile for Math, which earned us a "Meets" rating. Aspen Ridge scored in the 27th median growth percentile for elementary Academic Growth for English Language Arts, earning a rating of "Does Not Meet." The elementary scored in the 28th median growth percentile for Math, earning a rating of "Does Not Meet." Our Middle School academic achievement scores placed us in the 56th percentile for English/Language Arts and 69th percentile in Math, which earned us a "Meets" rating. Aspen Ridge scored in the 43rd median growth percentile for English Language Arts, earning a rating of "Approaching." The middle school scored in the 50th median growth percentile for Math, earning a rating of "Meets."

The previous major improvement strategies have laid a robust foundation for continued advancement and success. According to our local data, Aspen Ridge has experienced consistent academic growth among students on IEPs and READ Plans as a result of implementing these strategies. (Renaissance) While Aspen Ridge consistently achieves proficient levels of academic performance, the school has identified areas of opportunity to support students with disabilities and those on READ Plans. As of Fall 2024, 19% of students in grades K-3 and 17% of all students K-8 are currently on READ Plans. The identified major improvement strategies will positively impact the growth of all students and decrease the percentage of students on READ Plans.

Increased elementary and middle school enrollment in the past two years has provided additional data points for Aspen Ridge Preparatory School to consider and evaluate.

Elementary Academic Achievement ratings indicate that students in the Free/Reduced-Price Lunch Eligible group "Did Not Meet" expectations in English Language Arts but received a rating of "Meets" in Math. Similarly, Students with Disabilities "Did Not Meet" expectations in English Language Arts but received a rating of "Approaching" in Math. When referencing Academic Growth, neither student group mentioned above had a large enough sample to receive a rating. Minority Students received a "Meets" rating in Academic Achievement for English Language Arts and Math. However, Minority Students received a "Does Not Meet" rating for English Language Arts Academic Growth and an "Approaching" rating for Math Academic Growth.

Middle School Academic Achievement ratings indicate that students in the Free/Reduced-Price Lunch Eligible group were "Approaching" expectations in English Language Arts and Math. Students with Disabilities "Did Not Meet" expectations in English Language Arts or Math. When referencing Academic Growth, neither student group mentioned above had a large enough sample to receive a rating. Minority Students received an "Approaching" rating in Academic Achievement for English Language Arts and a "Meets" rating for Math. However, Minority Students received an "Approaching" rating for English Language Arts and Math Academic Growth.

Trend Analysis



Trend Direction: Stable

Performance Indicator Target: Academic Achievement (Status)

The 2023 CMAS data showed an increase in the number of students that met or exceeded expectations in grades 3, 5, 6, and 8 ELA and grades 4, 6, and 8 Math compared to 2022 CMAS results. On the CMAS English/Language Arts assessment, 3rd grade increased the percentage of students that met or exceeded by 22%, and fifth grade increased by 12%. When comparing cohort data starting in 2019, students in all grades 4 through 8 consistently maintained or increased the percentage of students that met and exceeded in both ELA and Math. The number of students assessed significantly increased from 2019 to 2023, providing more data for minority students and students on IEPs who are increasing achievement scores. The percentage of students with significant reading deficiencies has decreased from 9.2% in 2019 to 8.6% in 2023 after a spike in 2022 of 12.2%.



Trend Direction: Decreasing

Performance Indicator Target: Academic Growth

The 2023 CMAS data showed notable trends in decreasing academic growth in ELA and Math at the elementary and middle levels. At the elementary level, the median in ELA decreased from 41 in 2019 to 34 in 2023, earning a rating of "Does Not Meet," and Math decreased from 48 in 2019 to 38 in 2023, earning a rating of "Approaching." At the middle school level, the median in ELA decreased from 53 to 50, earning a rating of "Meets," and the Math decreased from 49 in 2019 to 46 in 2023, earning a rating of "Approaching."



Trend Direction: Decreasing

Performance Indicator Target: Academic Growth

The 2023 CMAS data showed fluctuating trends from 2022 to 2023 regarding the percentage of students earning zeros on the writing portion of the English Language Arts assessment. The percentage of students earning zeros at multiple grade levels increased on six different writing tasks from 2022 to 2023.

Additional Trend Information:

Renaissance (STAR) Reading and Math Data

| 2022-2023 Reading - Consolidated Assessment Proficiency Report: Fall to Spring Grades 3-8 | | | | | |
|---|----------------|-------------|---------|-------------|---------|
| | At/Above 50 PR | Below 50 PR | | | |
| Fall | 56% | 44% | | | |
| Winter | 65% | 35% | | | |
| Spring | 61% | 39% | | | |
| | | | | | |
| | | | | | |
| Reading - Consolidated State Performance Report: Fall to Spring | | | | | |
| | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
| Fall | 6% | 12% | 27% | 49% | 6% |
| Winter | 6% | 9% | 22% | 58% | 6% |
| Spring | 5% | 10% | 28% | 52% | 6% |
| | | | | Proficiency | |

| 2022-2023 Math - Consolidated Assessment Proficiency Report: Fall to Spring Grades 3-8 | | | | | |
|--|----------------|-------------|---------|-------------|---------|
| | | | | | |
| | At/Above 50 PR | Below 50 PR | | | |
| Fall | 70% | 30% | | | |
| Winter | 74% | 26% | | | |
| Spring | 68% | 32% | | | |
| | | | | | |
| | | | | | |
| Math - Consolidated State Performance Report: Fall to Spring | | | | | |
| | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
| Fall | 7% | 23% | 31% | 36% | 3% |
| Winter | 7% | 18% | 32% | 39% | 3% |
| Spring | 9% | 22% | 29% | 37% | 3% |
| | | | | Proficiency | |

| 2021-2022 Reading - Consolidated Assessment Proficiency Report: Fall to Spring Grades 3-8 | | | | | |
|---|----------------|-------------|--|--|--|
| | | | | | |
| | At/Above 50 PR | Below 50 PR | | | |
| Fall | 62% | 38% | | | |
| Winter | 63% | 37% | | | |
| | | | | | |

| | | | | | |
|---|---------|---------|---------|-------------|---------|
| Spring | 57% | 43% | | | |
| | | | | | |
| | | | | | |
| Reading - Consolidated State Performance Report: Fall to Spring | | | | | |
| | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
| Fall | 8% | 13% | 21% | 49% | 8% |
| Winter | 6% | 11% | 21% | 54% | 9% |
| Spring | 4% | 13% | 25% | 51% | 6% |
| | | | | Proficiency | |

| | | | | | |
|--|----------------|-------------|---------|---------|---------|
| 2021-2022 Math - Consolidated Assessment Proficiency Report: Fall to Spring Grades 3-8 | | | | | |
| | | | | | |
| | At/Above 50 PR | Below 50 PR | | | |
| Fall | 71% | 29% | | | |
| Winter | 73% | 27% | | | |
| Spring | 71% | 29% | | | |
| | | | | | |
| | | | | | |
| Math - Consolidated State Performance Report: Fall to Spring | | | | | |
| | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
| Fall | 9% | 28% | 31% | 29% | 2% |
| Winter | 7% | 21% | 31% | 38% | 2% |

| | | | | | |
|--------|----|-----|-----|-------------|----|
| Spring | 7% | 20% | 33% | 33% | 7% |
| | | | | Proficiency | |

2020-2021 Renaissance STAR - School Report

| | | | | | |
|---|----------------|-------------|----------|-------------|---------|
| Reading - Consolidated Assessment Proficiency Report: Fall to Spring Grades 2-8 | | | | | |
| | | | | | |
| | At/Above 50 PR | Below 50 PR | | | |
| Fall | 59% (201) | 41% (142) | | | |
| Winter | 61% (208) | 39% (135) | | | |
| Spring | 62% (215) | 38% (131) | | | |
| | | | | | |
| | | | | | |
| Reading - Consolidated State Performance Report: Fall to Spring | | | | | |
| | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
| Fall | 10% (33) | 14% (49) | 24% (81) | 46% (159) | 6% (21) |
| Winter | 9% (31) | 12% (40) | 23% (80) | 49% (168) | 7% (24) |
| Spring | 6% (22) | 13% (44) | 21% (73) | 56% (193) | 4% (14) |
| | | | | Proficiency | |

| | | | | | |
|--|----------------|-------------|--|--|--|
| Math - Consolidated Assessment Proficiency Report: Fall to Spring Grades 1-8 | | | | | |
| | | | | | |
| | At/Above 50 PR | Below 50 PR | | | |
| | | | | | |

| | | | | | |
|--|-----------|-----------|-----------|-------------|---------|
| Fall | 62% (246) | 38% (152) | | | |
| Winter | 73% (292) | 27% (109) | | | |
| Spring | 72% (288) | 28% (113) | | | |
| | | | | | |
| | | | | | |
| Math - Consolidated State Performance Report: Fall to Spring | | | | | |
| | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
| Fall | 11% (45) | 27% (106) | 30% (118) | 30% (118) | 3% (11) |
| Winter | 7% (28) | 19% (77) | 37% (149) | 32% (130) | 4% (17) |
| Spring | 9% (38) | 19% (76) | 29% (115) | 38% (154) | 4% (18) |
| | | | | Proficiency | |

Root Causes and Priority Performance Challenges



Priority Performance Challenge: CMAS English Language Arts Growth

Increase student growth in ELA writing.

Area of Focus: English/Language Arts growth



Root Cause: Inconsistent implementation of data driven instruction

Instructional Staff have access to both benchmark and progress monitoring data. However, Aspen Ridge has not yet established a formalized system or process for educators to collaborate with the administration team in the analysis of this data.

Root Cause Category: Data Analysis



Root Cause: Inconsistent implementation and use of formative assessments.

Instructional Staff are incorporating formative assessments into their instructional practices; however, these assessments often lack opportunities for students to engage in self-reflection regarding their comprehension of the learning objectives. Although learning targets are typically introduced and discussed at the onset of each lesson, educators do not consistently provide students with clearly defined success criteria to measure their progress towards achieving these objectives.

Root Cause Category: Instruction



Priority Performance Challenge: CMAS Math Growth

Area of Focus: Math growth



Root Cause: Inconsistent implementation and use of formative assessments.

Instructional Staff are incorporating formative assessments into their instructional practices; however, these assessments often lack opportunities for students to engage in self-reflection regarding their comprehension of the learning objectives. Although learning targets are typically introduced and discussed at the onset of each lesson, educators do not consistently provide students with clearly defined success criteria to measure their progress towards achieving these objectives.

Root Cause Category: Instruction



Root Cause: Inconsistent implementation of data driven instruction

Instructional Staff have access to both benchmark and progress monitoring data. However, Aspen Ridge has not yet established a formalized system or process for educators to collaborate with the administration team in the analysis of this data.

Root Cause Category: Data Analysis

Magnitude of Performance Challenges and Rationale for Selection:



The performance challenges have been selected after multiple stakeholders have analyzed both state and local data. Aspen Ridge Preparatory School is consistently maintaining academic achievement and decreasing in academic growth. The implementation of consistent writing strategies will be the primary focus of all three performance challenges with the intent of increasing academic growth for all students at Aspen Ridge. Creating consistent MTSS practices, including the identification of students on READ Plans, will continue to be a priority at Aspen Ridge. Even though the 2023 CMAS data reflects growth in achievement from 2019, we expect to see additional student growth, especially in Multi Language Learners, students with READ plans, and students with disabilities, through the implementation of school-wide standard practices.

Magnitude of Root Causes and Rationale for Selection:



The root causes were determined by analyzing local assessment data (Renaissance (STAR) and Acadience) and state assessment data to determine areas requiring continued improvement to maintain and increase academic achievement and growth on the CMAS assessment.

Action and Progress Monitoring Plans

Major Improvement Strategy and Action Plan



Assessment and Data Analysis

Describe what will success look like: 100% of teachers will participate in professional development throughout the school year focused on developing systems and structures in their classrooms that promote writing across a variety of content areas.

Describe the research/evidence base supporting the strategy: The focus of this Major Improvement Strategy aligns with Domain 3.2, Assessment Systems and Data Culture, in the Colorado Department of Education School Four Domains Diagnostic Rubric. The Major Improvement Strategy will create standardized practices around writing instruction and provide teachers with data to evaluate and give purposeful feedback to students.

Strategy Category: Assessment & Assessment Systems

Associated Root Causes:

Inconsistent implementation and use of formative assessments.:



Instructional Staff are incorporating formative assessments into their instructional practices; however, these assessments often lack opportunities for students to engage in self-reflection regarding their comprehension of the learning objectives. Although learning targets are typically introduced and discussed at the onset of each lesson, educators do not consistently provide students with clearly defined success criteria to measure their progress towards achieving these objectives.

Implementation Benchmarks Associated with Major Improvement Strategy

| IB Name | Description | Start/End/ Repeats | Key Personnel | Status |
|---------|-------------|-----------------------|---------------|--------|
|---------|-------------|-----------------------|---------------|--------|



Train all instructional staff on creating a classroom environment conducive to writing.

08/09/2023
05/26/2025
Quarterly

School Leadership

Increased formative data collection.

Action Steps Associated with Major Improvement Strategy

| Name | Description | Start/End Date | Resource | Key Personnel | Status |
|--|--|--------------------------|----------|---------------------|--------|
|  Develop Writing Rubrics | Create and design common writing expectations and rubrics across grade levels and content areas. | 10/15/2024 05/22/2025 | | School Leadership | |
|  a05PU000003GVqv | | 10/15/2024 10/31/2025 | | School Leadership | |
|  a05PU000003GVqw | | 10/15/2024 10/31/2025 | | School Leadership | |
|  a05PU000003GVqx | | 10/15/2024 10/31/2025 | | Instructional Staff | |



Quarterly Data Analysis with Administration


Describe what will success look like: Creation of unit plans that are common across grade level and content area to increase consistency of standards taught and instructional practices used. By the end of the 24/25 school year, K-8 teachers will have created unit plans for all writing units.

Describe the research/evidence base supporting the strategy: The focus of this Major Improvement Strategy aligns with Domain 3.2, Assessment Systems and Data Culture, in the Colorado Department of Education School Four Domains Diagnostic Rubric. The Major Improvement Strategy will create standardized processes around data driven instruction. Teachers will be able to analyze and address gaps in student learning and review student data to plan and prepare for instruction.



Strategy Category: Data Analysis & Reflection Practices

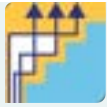
Associated Root Causes:

Implementation Benchmarks Associated with Major Improvement Strategy

| IB Name | Description | Start/End/Repeats | Key Personnel | Status | |
|--|--|---|-------------------------------------|---|--|
|  | Instructional Staff consistently analyzing data to inform instruction. | By the end of the 24/25 school year, K-8 teachers will create unit plans for all writing units. | 08/07/2023 05/27/2025 Monthly | School Leadership and Instructional Staff | |

Action Steps Associated with Major Improvement Strategy

| Name | Description | Start/End Date | Resource | Key Personnel | Status |
|--|---|--------------------------|----------|-------------------|--------|
|  a05PU000003BNXS | | 10/09/2024 05/16/2025 | | School Leadership | |
|  Monthly Meetings | Grade level teams will utilize monthly meetings to create and update the Writing curriculum maps and unit plans. School Leadership will review created plans monthly. | 10/09/2024 05/16/2025 | | School Leadership | |
|  a05PU000003GUOb | | 10/15/2024 10/31/2025 | | Interventionist | |

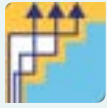


10/15/2024

10/31/2025

Instructional Staff
and
Interventionists

a05PU000003GUOc



10/15/2024

10/31/2025

Instructional Staff

a05PU000003BNXT



Professional Development

Describe what will success look like: 100% of staff will receive professional development on schoolwide and classroom level MTSS structures with a specific focus on tier 1 strategies in the classroom.

Describe the research/evidence base supporting the strategy: This Major Improvement Strategy aligns with Domain 3.1, Vision for Instruction, in the Colorado Department of Education School Four Domains Diagnostic Rubric. The Major Improvement Strategy will provide instructional staff with research based instructional practices and a clear focus when lesson planning.

Strategy Category: Continuous Improvement

Associated Root Causes:

Inconsistent implementation and use of formative assessments.:



Instructional Staff are incorporating formative assessments into their instructional practices; however, these assessments often lack opportunities for students to engage in self-reflection regarding their comprehension of the learning objectives. Although learning targets are typically introduced and discussed at the onset of each lesson, educators do not consistently provide students with clearly defined success criteria to measure their progress towards achieving these objectives.

Implementation Benchmarks Associated with Major Improvement Strategy

| IB Name | Description | Start/End/ Repeats | Key Personnel | Status |
|---------|-------------|-----------------------|---------------|--------|
|---------|-------------|-----------------------|---------------|--------|






The MTSS team will create a consistent identification process for students requiring or exiting a READ plan.

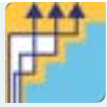
08/07/2023
05/26/2023
Monthly

School Leadership

Professional
Development-Backwards
Design Lesson Planning

Action Steps Associated with Major Improvement Strategy

| Name | Description | Start/End Date | Resource | Key Personnel | Status |
|--|--|--------------------------|----------|--|--------|
|  a05PU000003GVqy | | 08/13/2024 | | Instructional Staff | |
|  a05PU000003GVqz | | 08/13/2024 | | School Leadership | |
|  Common Assessment | Kindergarten and 1st grade teachers will consistently implement the Acadience assessment in conjunction with Renaissance/STAR Early Literacy universal screener. | 09/04/2024 05/22/2025 | | Jody Lawrence (UNC Professor and Professional Development presenter, Instructional Leadership Team, Interventionists, School Leadership. | |
|  a05PU000003GVr0 | | 10/15/2024 10/30/2026 | | School Leadership | |



10/15/2024

10/31/2025

School Leadership

a05PU000003GVr1



10/15/2024

10/31/2025

Instructional Staff
and
Interventionists

a05PU000003GVr2

Progress Monitoring: Student Target Setting



Priority Performance Challenge : CMAS English Language Arts Growth



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS:

ANNUAL
PERFORMANCE
TARGETS

2024-2025: On the 2025 School Performance Framework, Aspen Ridge will receive a Meets rating for academic growth in English/Language Arts.

2025-2026:

INTERIM MEASURES FOR 2024-2025:



Priority Performance Challenge : CMAS Math Growth



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS:

ANNUAL
PERFORMANCE
TARGETS

2024-2025: On the 2025 School Performance Framework, Aspen Ridge will receive a Meets rating for academic achievement for students with disabilities in English/Language Arts and increase the mean scale score for students previously identified for a READ Plan from 710.5 to 730.

2025-2026:

INTERIM MEASURES FOR 2024-2025:

EXHIBIT F

DISTRICT ACCREDITATION INDICATORS

0071: Aspen Ridge Preparatory School | 0470: St Vrain Valley RE1J

Grade Levels: EM - (1 Year)

Plan Type
Official Rating based on SINGLE-YEAR SPF Report

Performance Plan
Revised

51.6/100
Points Earned

The performance framework evaluates district and school performance on Academic Achievement, Academic Growth, and Postsecondary & Workforce Readiness indicators. The percentage of points earned across all indicators determines the final accreditation rating for a district or the final plan type for a school, which is displayed above. The cut points for final ratings established by the State Board of Education are shown at the right of this page. Failure to meet test participation, safety, and finance assurances may result in a rating being lowered by one level. Refer to the scoring guide near the end of this report for more details on how ratings are determined.

 Performance **51.6%**

Improvement

Priority Imp.

Turnaround

Indicator Rating Totals

| Performance Indicator | Percent of Points Earned | Points Earned/ Eligible | Rating |
|-----------------------|--------------------------|-------------------------|-------------|
| Academic Achievement | 63.3% | 25.3/40 | Meets |
| Academic Growth | 43.8% | 26.3/60 | Approaching |

School plan types are based on the total percentage of points earned.

Performance Plan:
53.0% - 100%

Improvement Plan:
42.0% - 52.9%

Priority Improvement Plan:
34.0% - 41.9%

Turnaround Plan:
0.0% - 33.9%

Insufficient State Data:
No reportable achievement and growth data.

Assurances

| Assurance | Rating |
|---------------|-------------------------|
| Participation | Meets 95% Participation |

Test Participation Rates and Total Participation Rate Descriptor*

| Subject | Total Records | Valid Scores | Total Participation | | Accountability Participation | | Rating |
|-----------------------|---------------|--------------|---------------------|-----------------|------------------------------|-------------------------|--------|
| | | | Rate | Parent Excusals | Rate | Rate | |
| English Language Arts | 353 | 332 | 94.1% | 21 | 100.0% | Meets 95% Participation | |
| Math | 353 | 334 | 94.6% | 19 | 100.0% | Meets 95% Participation | |

Total Participation Rate Descriptor for Planning Purposes:
Meets 95% Total Participation
Summary of Ratings by EMH Level

| EMH Level | Performance Indicator | Percent of Points Earned | Points Earned/ Eligible | Rating | Points by Level | Overall Rating by Level |
|------------|-----------------------|--------------------------|-------------------------|---------------|-----------------|-------------------------|
| Elementary | Academic Achievement | 64.2% | 25.7/40 | Meets | 41.5% | Priority Improvement |
| | Academic Growth | 26.4% | 15.8/60 | Does Not Meet | | |
| Middle | Academic Achievement | 62.5% | 25.0/40 | Meets | 61.7% | Performance |
| | Academic Growth | 61.1% | 36.7/60 | Approaching | | |

(-) No Reportable Data

*Under state accountability policy, 95% of students must participate in state assessments. Students who are excused from testing by a parent or guardian do not impact the Accountability Participation Rate that is used to determine whether the overall rating is reduced by one level. Districts or schools with less than 95% total participation in ELA and Math receive a "Low Total Participation" descriptor to help readers when interpreting accountability data. The descriptor does not impact framework calculations. Multilingual Learners in their first year in the U.S. who were eligible to take the ELP assessment count as participants for ELA.

0071: Aspen Ridge Preparatory School | 0470: St Vrain Valley RE1J

Elementary School - (1 Year)

ACADEMIC ACHIEVEMENT

| Subject | Student Group | Count | Participation Rate | Mean Scale Score | Percentile Rank | Pts Earned/ Eligible | Rating |
|------------------------------|-------------------------------------|--------|--------------------|------------------|-----------------|----------------------|---------------|
| CMAS - English Language Arts | All Students | 186 | 95.9% | 741.9 | 55 | 6.00/8 | Meets |
| | Previously Identified for READ Plan | 29 | 96.7% | 712.1 | - | 0.00/0 | - |
| | Free/Reduced-Price Lunch Eligible | 20 | 100.0% | 721.9 | 13 | 0.25/1 | Does Not Meet |
| | Minority Students | 29 | 100.0% | 742.1 | 56 | 0.75/1 | Meets |
| | Multilingual Learners | n < 16 | - | - | - | 0.00/0 | - |
| | Students with Disabilities | 21 | 91.3% | 715.5 | 5 | 0.25/1 | Does Not Meet |
| CMAS - Math | All Students | 188 | 96.9% | 745.5 | 74 | 6.00/8 | Meets |
| | Free/Reduced-Price Lunch Eligible | 20 | 100.0% | 736.9 | 56 | 0.75/1 | Meets |
| | Minority Students | 29 | 100.0% | 744.0 | 70 | 0.75/1 | Meets |
| | Multilingual Learners | n < 16 | - | - | - | 0.00/0 | - |
| | Students with Disabilities | 20 | 87.0% | 721.4 | 19 | 0.50/1 | Approaching |
| CMAS - Science | All Students | 60 | 92.3% | 734.1 | 45 | 4.00/8 | Approaching |
| | Free/Reduced-Price Lunch Eligible | n < 16 | - | - | - | 0.00/0 | - |
| | Minority Students | n < 16 | - | - | - | 0.00/0 | - |
| | Multilingual Learners | n < 16 | - | - | - | 0.00/0 | - |
| | Students with Disabilities | n < 16 | - | - | - | 0.00/0 | - |
| TOTAL | | * | * | * | * | 19.25/30 | Meets |

ACADEMIC GROWTH

| Subject | Student Group | Count | Median Growth Percentile/Rate | Pts Earned/ Eligible | Rating |
|------------------------------|-----------------------------------|--------|-------------------------------|----------------------|---------------|
| CMAS - English Language Arts | All Students | 119 | 27.0 | 2.00/8 | Does Not Meet |
| | Free/Reduced-Price Lunch Eligible | n < 20 | - | 0.00/0 | - |
| | Minority Students | 20 | 33.5 | 0.25/1 | Does Not Meet |
| | Multilingual Learners | n < 20 | - | 0.00/0 | - |
| | Students with Disabilities | n < 20 | - | 0.00/0 | - |
| CMAS - Math | All Students | 121 | 28.0 | 2.00/8 | Does Not Meet |
| | Free/Reduced-Price Lunch Eligible | n < 20 | - | 0.00/0 | - |
| | Minority Students | 20 | 38.5 | 0.50/1 | Approaching |
| | Multilingual Learners | n < 20 | - | 0.00/0 | - |
| | Students with Disabilities | n < 20 | - | 0.00/0 | - |
| English Language Proficiency | English Language Proficiency | n < 20 | - | 0.00/0 | - |
| | On Track to EL Proficiency | n < 20 | - | 0.00/0 | - |
| TOTAL | | * | * | 4.75/18 | Does Not Meet |

This page displays the performance indicator data for the elementary school level. For the 1-year report, calculations are based on 2024 state assessment results. Multi-year reports include 2022 through 2024 results.

Academic Achievement: mean scale scores represent outcomes for designated subjects and student groups; participation rates included on this page count parent excusals as non-participants. Cut-scores for the CMAS Science metric were re-normed based on 2024 results.

Academic Growth: median student growth percentiles and percentages of students on track to meet targets represent outcomes for designated subjects and student groups.

For additional information regarding Academic Achievement and Academic Growth points, cut-points, and ratings, refer to the scoring guide at the end of this document. Additional resources are available at <http://www.cde.state.co.us/accountability/accountability-resources>

Multilingual Learners describes students that are Non-English Proficient (NEP), Limited English Proficient (LEP), and Fluent English Proficient (FEP) - Monitor Year 1, Monitor Year 2, Exited Year 1, & Exited Year 2.

(*) Not Applicable; (-) No Reportable Data

ACADEMIC ACHIEVEMENT

| Subject | Student Group | Count | Participation Rate | Mean Scale Score | Percentile Rank | Pts Earned/ Eligible | Rating |
|------------------------------|-----------------------------------|--------|--------------------|------------------|-----------------|----------------------|---------------|
| CMAS - English Language Arts | All Students | 145 | 91.8% | 742.6 | 56 | 6.00/8 | Meets |
| | Free/Reduced-Price Lunch Eligible | 21 | 100.0% | 733.5 | 34 | 0.50/1 | Approaching |
| | Minority Students | 27 | 100.0% | 736.1 | 40 | 0.50/1 | Approaching |
| | Multilingual Learners | n < 16 | - | - | - | 0.00/0 | - |
| | Students with Disabilities | 16 | 88.9% | 707.8 | 1 | 0.25/1 | Does Not Meet |
| CMAS - Math | All Students | 145 | 91.8% | 738.7 | 69 | 6.00/8 | Meets |
| | Free/Reduced-Price Lunch Eligible | 21 | 100.0% | 730.6 | 47 | 0.50/1 | Approaching |
| | Minority Students | 27 | 100.0% | 732.0 | 52 | 0.75/1 | Meets |
| | Multilingual Learners | n < 16 | - | - | - | 0.00/0 | - |
| | Students with Disabilities | 16 | 88.9% | 711.2 | 6 | 0.25/1 | Does Not Meet |
| CMAS - Science | All Students | 29 | 74.4% | 720.9 | 26 | 4.00/8 | Approaching |
| | Free/Reduced-Price Lunch Eligible | n < 16 | - | - | - | 0.00/0 | - |
| | Minority Students | n < 16 | - | - | - | 0.00/0 | - |
| | Multilingual Learners | n < 16 | - | - | - | 0.00/0 | - |
| | Students with Disabilities | n < 16 | - | - | - | 0.00/0 | - |
| TOTAL | | * | * | * | * | 18.75/30 | Meets |

ACADEMIC GROWTH

| Subject | Student Group | Count | Median Growth Percentile/Rate | Pts Earned/ Eligible | Rating |
|------------------------------|-----------------------------------|--------|-------------------------------|----------------------|-------------|
| CMAS - English Language Arts | All Students | 136 | 43.0 | 4.00/8 | Approaching |
| | Free/Reduced-Price Lunch Eligible | n < 20 | - | 0.00/0 | - |
| | Minority Students | 26 | 44.0 | 0.50/1 | Approaching |
| | Multilingual Learners | n < 20 | - | 0.00/0 | - |
| | Students with Disabilities | n < 20 | - | 0.00/0 | - |
| CMAS - Math | All Students | 135 | 50.0 | 6.00/8 | Meets |
| | Free/Reduced-Price Lunch Eligible | n < 20 | - | 0.00/0 | - |
| | Minority Students | 26 | 43.0 | 0.50/1 | Approaching |
| | Multilingual Learners | n < 20 | - | 0.00/0 | - |
| | Students with Disabilities | n < 20 | - | 0.00/0 | - |
| English Language Proficiency | English Language Proficiency | n < 20 | - | 0.00/0 | - |
| | On Track to EL Proficiency | n < 20 | - | 0.00/0 | - |
| TOTAL | | * | * | 11.00/18 | Approaching |

This page displays the performance indicator data for the middle school level. For the 1-year report, calculations are based on 2024 state assessment results. Multi-year reports include 2022 through 2024 results.

Academic Achievement: mean scale scores represent outcomes for designated subjects and student groups; participation rates included on this page count parent excusals as non-participants. Cut-scores for the CMAS Science metric were re-normed based on 2024 results.

Academic Growth: median student growth percentiles and percentages of students on track to meet targets represent outcomes for designated subjects and student groups.

For additional information regarding Academic Achievement and Academic Growth points, cut-points, and ratings, refer to the scoring guide at the end of this document. Additional resources are available at <http://www.cde.state.co.us/accountability/accountability-resources>

Multilingual Learners describes students that are Non-English Proficient (NEP), Limited English Proficient (LEP), and Fluent English Proficient (FEP) - Monitor Year 1, Monitor Year 2, Exited Year 1, & Exited Year 2.

(*) Not Applicable; (-) No Reportable Data

Scoring Guide for 2024 District/School Performance Frameworks

| Performance Indicator | Measure/Metric | Rating | Point Value | | | |
|--|--|--|---------------|--------------------------|--------------------------|------|
| Academic Achievement & ELP On Track Growth | Mean Scale Score was: | | All Students | Each Disaggregated Group | ELP On Track Growth | |
| | • at or above the 85th percentile | Exceeds | 8 | 1.00 | 2.0 | |
| | • at or above the 50th percentile but below the 85th percentile | Meets | 6 | 0.75 | 1.5 | |
| | • at or above the 15th percentile but below the 50th percentile | Approaching | 4 | 0.50 | 1.0 | |
| | • below the 15th percentile | Does Not Meet | 2 | 0.25 | 0.5 | |
| | Students Previously Identified for a READ Plan (bonus point) | • CMAS ELA Mean scale score at or above 725 (Approaching Expectations cut-score) | | 1 bonus point | | |
| Academic Growth | Median Growth Percentile was: | | All Students | Each Disaggregated Group | ELP | |
| | • at or above 65 | Exceeds | 8 | 1.00 | 2.0 | |
| | • at or above 50 but below 65 | Meets | 6 | 0.75 | 1.5 | |
| | • at or above 35 but below 50 | Approaching | 4 | 0.50 | 1.0 | |
| | • below 35 | Does Not Meet | 2 | 0.25 | 0.5 | |
| Postsecondary and Workforce Readiness | Mean CO SAT Reading and Writing (EBRW) scale score was**: | | All Students | Each Disaggregated Group | | |
| | | 1-Year | 3-Year | | | |
| | • at or above | 553.1 | 552.5 | Exceeds | 4 | 1.00 |
| | • below previous cut but at or above | 494.6 | 495.1 | Meets | 3 | 0.75 |
| | • below previous cut but at or above | 448.1 | 452.5 | Approaching | 2 | 0.50 |
| | • below | 448.1 | 452.5 | Does Not Meet | 1 | 0.25 |
| | Mean CO SAT Math scale score was**: | 1-Year | 3-Year | All Students | Each Disaggregated Group | |
| | • at or above | 527.0 | 522.5 | Exceeds | 4 | 1.00 |
| | • below previous cut but at or above | 465.8 | 466.4 | Meets | 3 | 0.75 |
| | • below previous cut but at or above | 423.3 | 424.7 | Approaching | 2 | 0.50 |
| | • below | 423.3 | 424.7 | Does Not Meet | 1 | 0.25 |
| | Dropout Rate: The district or school dropout rate was (of all schools in 2017): | | | All Students | Each Disaggregated Group | |
| | • at or below 0.5% | | | Exceeds | 8 | 2.0 |
| | • at or below 2.0% but above 0.5% | | | Meets | 6 | 1.5 |
| | • at or below 5.0% but above 2.0% | | | Approaching | 4 | 1.0 |
| | • above 5.0% | | | Does Not Meet | 2 | 0.5 |
| | Matriculation Rate (of all schools in 2018): | | | All Students | | |
| | • at or above the 75.8% | | | Exceeds | 4 | |
| | • at or above 61.1% but below 75.8% | | | Meets | 3 | |
| | • at or above 46.8% but below 61.1% | | | Approaching | 2 | |
| | • below 46.8% | | | Does Not Meet | 1 | |
| | Graduation Rate and Disaggregated Graduation Rate (Best of 4-, 5-, 6-, or 7-year): | | | All Students | Each Disaggregated Group | |
| • at or above 95.0% | | | Exceeds | 8 | 2.0 | |
| • at or above 85.0% but below 95.0% | | | Meets | 6 | 1.5 | |
| • at or above 75.0% but below 85.0% | | | Approaching | 4 | 1.0 | |
| • below 75.0% | | | Does Not Meet | 2 | 0.5 | |

Academic Achievement: Mean Scale Score by Percentile Cut-Points

The Academic Achievement Indicator reflects achievement as measured by the mean scale score on Colorado's standardized assessments. The presented targets for the Achievement

| Percentile | English Language Arts & Reading & Writing for CO PSAT | | | | Mathematics | | | | Science | | |
|-----------------|---|--------|----------------|----------------|-------------|--------|----------------|----------------|---------|--------|-------|
| | Elementary | Middle | CO PSAT 1-Year | CO PSAT 3-Year | Elementary | Middle | CO PSAT 1-Year | CO PSAT 3-Year | Elem | Middle | High |
| 15th percentile | 722.3 | 724.1 | 415.1 | 419.1 | 719.1 | 716.5 | 387.4 | 397.6 | 717.9 | 714.2 | 721.4 |
| 50th percentile | 739.5 | 740.1 | 458.9 | 457.7 | 734.3 | 731.2 | 430.2 | 434.3 | 736.9 | 732.8 | 734.6 |
| 85th percentile | 755.9 | 757.3 | 505.0 | 505.0 | 751.9 | 746.2 | 480.4 | 479.4 | 753.2 | 749.3 | 746.4 |

| Percentile | ELP On Track Growth | | |
|-----------------|---------------------|--------|-------|
| | Elem | Middle | High |
| 15th percentile | 52.1% | 13.8% | 14.1% |
| 50th percentile | 64.4% | 24.2% | 22.7% |
| 85th percentile | 76.7% | 37.3% | 35.1% |

| Indicator | Total Possible Points | Elementary/Middle | | High/District |
|-------------------------|---|-------------------|--------|---------------|
| | | Elem | Middle | |
| Achievement | 36 points (8 per subject for all students, 4 per subject by disaggregated group) | 40% | | 30% |
| Growth | 28 total points (8 per subject for all students, 4 per subject by disaggregated group, 2 for ELP growth, 2 for ELP On Track Growth) | 60% | | 40% |
| Postsecondary Readiness | 52 total points (16 for graduation, 4 for matriculation, 16 for dropout, 8 per CO SAT subject) | not applicable | | 30% |

Cut-Points for Each Performance Indicator

| Achievement; Growth; Postsecondary Readiness | Cut-Point: The district or school earned...of points eligible | Rating |
|--|---|---------------|
| | • at or above 87.5% | Exceeds |
| | • at or above 62.5% but below 87.5% | Meets |
| | • at or above 37.5% but below 62.5% | Approaching |
| | • below 37.5% | Does Not Meet |

Cut-Points for Plan/Category Type Assignment

| Total Framework Points | District | School | Accreditation Category/Plan Type |
|------------------------|----------|--------|--|
| | | 74.0% | not applicable |
| | 56.0% | 53.0% | Accredited (District) or Performance Plan (School) |
| | 44.0% | 42.0% | Accredited w/Improvement Plan (District) or Improvement Plan (School) |
| | 34.0% | 34.0% | Accredited w/Priority Improvement Plan (District) or Priority Improvement (School) |
| | 25.0% | 25.0% | Accredited w/Turnaround Plan(District) or Turnaround Plan (School) |

* School data used as baseline: 2016 for CMAS & CoAlt ELA & Math (g3-8). 2024 for CO PSAT & CoAlt EBRW/ELA & Math (g9-10). 2024 for CMAS and CoAlt Science (g5, 8, 11). 2024 for ELP On Track to Proficiency Growth as planned prior to the COVID-19 pandemic.

** 2024 school data used as baseline for CO SAT & CoAlt EBRW/ELA & Math (g11).

EXHIBIT G

EDUCATIONAL PROGRAM CHARACTERISTICS

Aspen Ridge Preparatory School shall implement and maintain its educational program as set forth in Section D of its authorization Application, including the following characteristics, subject to modification with the District's written approval:

- The ARPS Board of Directors shall annually determine enrollment and class sizes needed to remain financially viable and offer a quality educational program in a small school environment.
- The School will collaborate with parents to develop a Personal Education Plan for each student.
- Students will participate in an enrichment class on a daily basis, which will include art, music, foreign language, and physical education.
- The School will hold conferences with parents at least twice per school year.
- The School will establish a School Advisory Committee which will monitor student achievement among other duties.
- Students will wear uniforms.
- The School will service students in grades K-8, with a private Preschool program.

EXHIBIT H

PLAN FOR MULTI- LANGUAGE LEARNERS

Some students enrolled at School will be Multi- Language Learners (MLL).

ARPS will provide ELD teachers to work with students who need CELP services. Students with a need for MLL services will be placed in a regular classroom for the majority of the day. They may be pulled out to work one on one, or in a small group on their English language skills on an occasional basis. With full immersion in an English language program, MLL students will flourish by learning skills from their peers and teachers, while still having the support of an ELD teacher.

ARPS will comply with all required aspects of monitoring, assessing, and ensuring growth of students in the area of language acquisition. The goal will be to create a learning environment whereby all Multi- Language Learners achieve the same challenging grade level standards as Native-English speaking students. Through a small school environment focusing on individualized and personalized attention through a PEP, differentiated instruction, ability grouping, and the MTSS process, this goal is attainable. Students' progress in acquiring the Colorado English Proficiency Standards will be determined by using the WIDA ELD for MLLs to assess listening, speaking, reading, writing, oral language, and comprehension.

An initial language screener and test will be administered by the St. Vrain Valley School District within 30 days to any student new to ARPS who has been identified by a home language survey as having a primary home language other than English. Annually, the WIDA ELD (Access Testing) for MLLs will be administered to those students identified by the Placement test as MYR1 and/or MYR2 and are receiving program services.

ARPS will implement the following curricular plan to meet the needs of its MLL students:

- All teachers will know the classification levels of MLL students assigned to their classroom for instruction.
- Colorado's ELP Standards for listening, speaking, reading, and writing will be used as a guide to instruct students on a daily basis.
- Differentiated instruction and ability grouping will be used in an inclusive setting, in addition to pull-out, small group instruction for students needing extra support.
- Progress will be monitored with the goal of one level progress per year through the process of attaining fluency.

The research-based curriculum materials developed by Amplify's CKLA program used within the classroom, along with the supplementary resources used through Orton-Gillingham and Wilson Instruction, will be the basis of instruction for all MLL students.

EXHIBIT I

DUE PROCESS GUIDELINES AND CHECKLIST

When met with a grievance of any type, our school process is to ensure that the direct supervisor (thus the Principal and Head of School) are all brought into the loop. Aspen Ridge works directly with the St. Vrain Valley School District, school council, district council, and any other pertinent stakeholders to ensure that processes are being followed, and communication, along with documentation, is transparent and readily available.

The forms below help to guide our efforts throughout the process; if other recommendations are suggested or preferred during any grievances, we work with the district to ensure we are aligned and operating with the same understanding and alliances.

Comprehensive Due Process Checklist

Student Name: _____

Case Manager: _____

| Date | Referral |
|------|---|
| | If a parent requests a special education assessment (either verbal or written), the district must respond to the request within 14 calendar days through a prior written notice. |
| | Two planned and documented "pre-referral" interventions were conducted by general education teachers (may be waived if there is an urgent need to conduct an evaluation or when parent requests). |

| Date | Evaluation/Re-evaluation |
|------|--|
| | <p><u>Notice of Team Meeting</u></p> <p><input type="checkbox"/> Notice of team meeting (<i>highly recommended for initial evaluations in order to acquaint parents and student with the process and staff involved, when the case is complex or when it is requested by parents</i>).</p> <p><input type="checkbox"/> Give parents adequate notice so they are able to attend. (14 days rule of thumb, can be less if parents agree and documented on team notice).</p> |
| | <p><u>Evaluation Plan/Prior Written Notice(PWN)</u> (<i>recommend starting a re-evaluation at least 2 months before the 3 year due date</i>)</p> <p><input type="checkbox"/> Procedural Safeguards given or mailed to parents.</p> <p><input type="checkbox"/> Parent involvement and information included in decision making. (<i>There is no legal requirement to conduct an evaluation planning meeting</i>).</p> <p><input type="checkbox"/> Discussion of conducting a comprehensive evaluation.</p> <p><input type="checkbox"/> Assistive Technology (AT) considered.</p> <p><input type="checkbox"/> Transition evaluation completed for students 7th grade and up.</p> <p><input type="checkbox"/> Parent permission for evaluation/re-evaluation received. (Team can proceed with a re-evaluation if permission is not received within the 14 calendar days. Cannot proceed with an initial evaluation without parental consent).</p> <p><input type="checkbox"/> <i>PWN must be completed for students who do not qualify for special education services.</i></p> |
| | <p><u>Conduct Evaluation</u></p> <p><input type="checkbox"/> Communicate with team members</p> <p><input type="checkbox"/> All items on the Evaluation PWN are completed</p> <p><input type="checkbox"/> Evaluation and Report must be completed within 30 School Days of signed permission or 14 day.</p> <p><u>Evaluation Report</u></p> <p><input type="checkbox"/> Reason for referral</p> <p><input type="checkbox"/> Background/information reported by parents</p> <p><input type="checkbox"/> Educationally relevant medical findings</p> <p><input type="checkbox"/> Special considerations</p> <p><input type="checkbox"/> Areas assessed (intellectual, academic, transition etc). Must match the Eval PWN.</p> <p><input type="checkbox"/> Present Level of Performance Statements and Educational needs</p> <p><input type="checkbox"/> Evaluation data</p> <p><input type="checkbox"/> Academic and functional performance in the classroom</p> <p><input type="checkbox"/> Input from all those working with the student</p> <p><input type="checkbox"/> Information from observations, work samples, curriculum-based measures, grades, health history, state and district assessments.</p> <p><input type="checkbox"/> Educational Needs.</p> <p><input type="checkbox"/> Address skills/behaviors to improve in order to participate in general education</p> <p><input type="checkbox"/> Educational needs related to information from the evaluation</p> <p><input type="checkbox"/> Observations: Conduct in area(s) of concern, Use some type of structure/observation format.</p> <p><input type="checkbox"/> Summary: All areas on PWN addressed; addresses eligibility</p> <p><input type="checkbox"/> Adaptations/Modifications</p> <p><input type="checkbox"/> Eligibility Criteria</p> <p><input type="checkbox"/> Notice of Team Meeting to discuss results (either IEP or Does Not Qualify). See notice requirements above.</p> <p><input type="checkbox"/> Complete PWN for students who don't qualify.</p> |

| Date | Individual Education Plan (IEP) Special Education |
|------|--|
| | <p><u>Notice of Team Meeting</u></p> <p>___ Legally required core members</p> <p>___ Notify parents of the meeting early enough so they can attend. 14 calendar days ahead of the meeting (rule of thumb), but could be less if the parent agrees. Document 2 attempts to schedule and hold meeting.</p> <p>___ Meeting held on or before the meeting day of the previous IEP.</p> |
| | <p><u>Individualized Education Plan (IEP) - Identifying information</u></p> <p>___ Legal Core Team Members</p> <ul style="list-style-type: none"> ___ Parents/Guardians ___ Student (must be invited when transition needs are being considered) ___ General Education Teacher ___ Special Education Teacher ___ Administrator ___ Team member licensed in the area of the student's disability ___ When appropriate, other individuals with knowledge or expertise regarding the learner. ___ Outside agency members when applicable <p>___ Team members initial/sign attendance sheet or team meeting notice</p> <p>___ Student and parent information filled out accurately</p> <p>___ Disability listed</p> <p>___ Federal setting code</p> <p>___ Progress report: frequency (at least as often as non-disabled peers) & method</p> <p><u>Agreement Regarding IEP Team Member Attendance and Information Provided by Absent Team Member forms</u> completed for each team member not in attendance.</p> |
| | <p><u>Present Levels of Academic Achievement & Functional Performance</u></p> <p>The IEP includes an update of the student's present levels of academic achievement and functional performance, including how the disability affects the child's involvement and progress in the general education curriculum. If a student is in 9th grade or older, must include present levels in the 5 areas of transition (post secondary education, employment, home living, community participation, recreation and leisure).</p> <p>___ Academic and functional performance in the classroom</p> <p>___ Input from all those working with the student</p> <p>___ Information from observations, work samples, curriculum-based measures, grades, health history, state and district assessment (if included in the information plan)</p> <p><u>Educational Needs:</u></p> <p>Derive Educational needs from the present level. Needs will drive goals, accommodations and modifications</p> |
| | <p><u>Transition Planning</u></p> <p>___ Measureable Postsecondary goals for education or training, employment, and where appropriate independent living skills.</p> <p>___ Courses of Study: current year and projecting ahead 1 year. (by 12th grade, all 4 years listed). Courses and credits are updated to reflect each year completed.</p> <p>___ Anticipated month and year of graduation determined.</p> <p>___ Recorded transition services/activities that will assist the student in achieving their postsecondary goals and recorded agency/district/parent responsible for providing.</p> <p>___ Transfer of Rights: IEP team informed student/parents of transfer of rights prior to age 18. (Preferably done by the student's 16th year and each year thereafter).</p> |
| | <p><u>Measurable Annual Goals and Benchmarks</u></p> <p>___ Goals are written using the Specific, Measurable, Attainable, Realistic, Time based framework. Derived from PLAAFP and Needs with statements going FROM... TO...</p> <p>___ If applicable, annual transition goals are driven by postsecondary goals of student.</p> <p>___ Related to meeting student's needs that result from the identified disability and needs identified by the team through the current evaluation.</p> <p>___ Includes a description of how the student's progress toward meeting their goal(s) will be measured.</p> |

Comprehensive Due Process Checklist

| | |
|--|--|
| | <p><u>Services</u> <input type="checkbox"/> Special education and related services are listed <input type="checkbox"/> Box 1: Disability area <input type="checkbox"/> Box 2: Instructional area <input type="checkbox"/> Service start date is 14 days from the date the Prior Written Notice (PWN) was sent home. <input type="checkbox"/> Anticipated frequency, location, and duration for services and supports is updated.</p> |
| | <p><u>Paraprofessional Support</u> <input type="checkbox"/> Includes a statement of the student's need for and the <i>specific</i> responsibilities of a paraprofessional.</p> |
| | <p><u>Assistive Technology (AT)</u> <input type="checkbox"/> Must be considered for students.</p> |
| | <p><u>Special Transportation</u> <input type="checkbox"/> Is a Related Service and data is needed to support a need for special bussing and special equipment/personnel required.</p> |
| | <p><u>Extended School Year (ESY)</u> <input type="checkbox"/> Data collected to determine a need or lack thereof for services.</p> |
| | <p><u>Least Restrictive Environment (LRE)</u> <input type="checkbox"/> Includes an explanation of the extent, if any, to which the student will not participate with their nondisabled peers in the regular education setting and non-academic activities.</p> |
| | <p><u>Accommodations/Modifications/Supports</u> <input type="checkbox"/> Includes a statement of the program modifications and supports for school personnel. <input type="checkbox"/> The statement must indicate: 1) WHAT- the specific modification or support needed, 2) WHEN -the conditions that trigger the modification or support, 3) WHERE - the environment(s) in which the modification or support is needed, and 4) WHO is responsible for implementing the modification or support.</p> |
| | <p><u>Assessments</u> <input type="checkbox"/> Determined if the student will take state (MCA, MTAS) and/or district assessments with or without accommodations. Specify which assessments the student will participate in. <input type="checkbox"/> Appropriate accommodations for student are chosen based on needs. <input type="checkbox"/> Explanations of how accommodations selected are representative of those used in the classroom for each assessment. <input type="checkbox"/> Update when the student meets each graduation assessment requirement with date and score. <input type="checkbox"/> Parental Notification of Alternate Assessment is checked if appropriate. <input type="checkbox"/> If appropriate, discussed and recorded student participating in state assessments for ELL.</p> |
| | <p><u>Parental Notification</u> <input type="checkbox"/> Prior Written Notice along with Parental Consent/Objection Form was completed and sent to parent with new IEP. <input type="checkbox"/> Parent Procedural Safeguards afforded to parents annually.</p> |
| | <p><u>Other Considerations</u> <input type="checkbox"/> IEP meeting was conducted within 30 calendar days of determining that a child needs special education and related services. <input type="checkbox"/> IEP was written and implemented within a "reasonable" time after holding the meeting (14 dayrule); services can start when signed permission is received or after 14 calendar days. (Do Not change start date on IEP if parent signs earlier). <i>Initial IEP MUST have signature before proceeding.</i> <input type="checkbox"/> Assure there is a direct relationship between the evaluation, present levels of performance, goals and objectives, and services (internal consistency). <input type="checkbox"/> IEP/accommodations/modifications shared with appropriate general education staff. <input type="checkbox"/> Positive Behavior Support Plan included for student with behavioral needs. <input type="checkbox"/> Individual Health Plan and/or PCA Plan of Care included with IEP.</p> |

Comprehensive Due Process Checklist

| Date | Exiting from Special Education |
|------|---|
| | Exiting Developmental Delay at age 7 |
| | No longer a child with a disability |
| | Revocation of Consent |
| | <p><u>Graduation/Aging Out</u> <i>(encouraged to conduct an exit meeting)</i></p> <ul style="list-style-type: none"> ___ Annual IEP team meeting notice statement includes; "discussion of student's proposed graduation date of..." ___ Invite representatives from outside agencies to IEP meeting (especially those that have a financial stake). ___ Summary of Performance (SOP) must be completed. ___ PWN must be completed as this is a change in placement - <i>(special education services are ending)</i>. ___ Recommend sending home one month prior to graduation along with SOP. ___ Changes to IEP to double check: <ul style="list-style-type: none"> ___ anticipated date of graduation ___ service page: ending dates of when student graduates ___ Progress reports must have data to support goals that are met. <p style="text-align: center;">**Provide students with a copy of evaluation, IEP, progress reports, and summary of performance**</p> |

Due Process Complaint

Under the Individuals with Disabilities Education Act (IDEA)

A due process complaint may be filed on any matter which alleges: a violation of IDEA with respect to the proposal or refusal to initiate or change the identification, evaluation, or educational placement of the child or the provision of a Free Appropriate Public Education (FAPE) to the child.

Use of this form is not required.

Date: _____

This complaint is filed by (check one):

- Parent of the child (please print) _____
- the School District, BOCES, or State Operated Program (please print) _____

The responding party is (check one):

- Parent of the child (please print) _____
- the School District, BOCES, or State Operated Program (please print) _____

Filing Instructions:

- **This complaint and all attachments must be filed with the other party** - the Director of Special Education (for the School District, BOCES, or State Operated Program) or the Parent. If you are unsure of the Special Education Director, please call the Colorado Department of Education at 303-866-6694.
- **A copy of this complaint and all attachments must also be mailed or faxed to:**

Colorado Department of Education (CDE)
Exceptional Student Services Unit, Dispute Resolution Office
1560 Broadway, Suite 1175, Denver, CO 80202
Or Fax: 303-866-6767 Attn: Dispute Resolution

NOTE: CDE does not accept electronic filing (e-mail) of complaints.

Parent(s) name

Director of Special Education

Address

School District, BOCES, or State Operated Program

_____, CO _____
City Zip

Address

home # (____)____-____

_____, CO _____
City Zip

work # (____)____-____

phone # (____)____-____

cell # (____)____-____

fax # (____)____-____

fax # (____)____-____

This complaint is filed on behalf of:

 Child's name

 School the student attends

 Child's address (if different from the parent's address)

_____, CO _____
 City Zip

If the requesting party will be represented by an attorney or assisted by an advocate, please indicate below:

Attorney or Advocate's Name (check one)

_____ phone # (____)____-_____

_____ fax # (____)____-_____

 Address

_____, CO _____
 City Zip

Also, please check if either of the following apply:

This complaint is based on Suspension/Expulsion or a Manifestation Determination.

I am also requesting Mediation at this time. (Mediation may be requested for disputes arising under the IDEA. Mediation is free to both parties. Mediation is a voluntary process, therefore, both parties must agree to mediation prior to the assignment of a Mediator. CDE will contact the other party to determine whether that party accepts or rejects mediation. For more information: <http://www.cde.state.co.us/spedlaw/info.htm>)

Please describe a) the nature of the problem, b) the specific date the problem began, and c) the relevant facts relating to the problem (attach additional pages if necessary):

Please describe how this problem could be resolved (attach additional pages if necessary):

Print Name

Signature

Date

Print Name

Signature

Date

FERPA Requests

Student Name:

School:

DOB:

ID:

| TRIGGER EVENT | DATE | PRODUCE RECORDS BEFORE DATE |
|--------------------------|------|-----------------------------|
| Next IEP meeting date | | |
| Due Process hearing date | | |
| Resolution meeting date | | |

If the request is unrelated to the IDEA, then the District has 45 days to comply. Complete the following on the District FERPA Checklist:

Who is assigned as responsible for District Response? _____

Approved deadline: _____ CALENDAR DEADLINE

District Title

Student: _____ School: _____

Check for any school student has attended: _____

Requestor: _____

Address: _____

Email: _____ Phone: _____

Format of documents for response? _____

| TYPE OF RECORD | DATE CHECK COMPLETE | DATE RECORDS GIVEN TO RESPONDER |
|-------------------------|---------------------|---------------------------------|
| GENERAL STUDENT RECORDS | | |

| | | |
|---|--|--|
| <input type="checkbox"/> Attendance <input type="checkbox"/> Grades <input type="checkbox"/> Contact information <input type="checkbox"/> Truancy <input type="checkbox"/> Standardized testing <input type="checkbox"/> Parent communications <input type="checkbox"/> Discipline/Suspensions/Expulsions <input type="checkbox"/> Incident reports <input type="checkbox"/> Student's Google Drive | | |
| Does the Student have a 504 PLAN? <input type="checkbox"/> <input type="checkbox"/> Y N | | |
| <input type="checkbox"/> 504 Plan <input type="checkbox"/> Amendments <input type="checkbox"/> Meeting notes <input type="checkbox"/> Parent communications <input type="checkbox"/> Medical reports or records <input type="checkbox"/> Notices | | |

| | | |
|---|--|--|
| Does the Student have an IEP? <input type="checkbox"/> <input type="checkbox"/> Y N | | |
| <input type="checkbox"/> IEP's (Review, Initial, Evaluation, Annual, amendments, notice of meetings, meeting minutes, tape recordings, transfer documents) <input type="checkbox"/> Prior Written Notices <input type="checkbox"/> Requests for Evaluation <input type="checkbox"/> Consent to Evaluations <input type="checkbox"/> Data, specialist records and reports <input type="checkbox"/> Evaluations <input type="checkbox"/> Restraint reports <input type="checkbox"/> Functional Behavior Analysis/Behavior Support Plans <input type="checkbox"/> Logs <input type="checkbox"/> Parent Communications | | |

| | | |
|--|--|--|
| <input type="checkbox"/> Progress Reports <input type="checkbox"/> Medical records or reports/School Nurse <input type="checkbox"/> IEE reports <input type="checkbox"/> Transportation <input type="checkbox"/> Check for updates or amendments on any of above records | | |
| OTHER RECORDS <input type="checkbox"/> <input type="checkbox"/> Y N | | |
| Other schools attended? | | |
| Transferred from another District? | | |
| Day treatment placement? | | |
| Home school? | | |
| Emails requested: prepare search parameters and filters for IT. | | |

EXHIBIT K

TRANSPORTATION PLAN AGREEMENT, INDEMNIFICATION AND RELEASE

NOT APPLICABLE