

April 23, 2025

Karen Ragland, President, Board of Education
Dr. Don Haddad, Superintendent of Schools

Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501

DISTRICT VISION STATEMENT

To be an exemplary school district which inspires and promotes high standards of learning and student well-being in partnership with parents, guardians and the community.

DISTRICT MISSION STATEMENT

To educate each student in a safe learning environment so that they may develop to their highest potential and become contributing citizens.

ESSENTIAL BOARD ROLES

- Guide the superintendent
- Engage constituents
- Ensure alignment of resources
- Monitor effectiveness
- Model excellence

BOARD MEMBERS

- Meosha Babbs, Member
- Jim Berthold, Vice President
- Jocelyn Gilligan, Treasurer
- Sarah Hurianek, Secretary
- Geno Lechuga, Member
- Karen Ragland, President
- Jackie Weiss, Assistant Secretary

PUBLIC COMMENT PROCESS

The Board of Education values community perspectives and the feedback from our parents, teachers, staff and community. During Board Meetings, the Board will hear up to 30 minutes of public comment on non-agenda items and 30 minutes of public comment on agenda-specific items.

- Each person is limited to three minutes of public comment
- The manner of your comments must be appropriate for the business meeting of the board.
- If you are speaking to a non-agenda item, you must limit your remarks to matters of public concern about the district.
- Concerns about the day-to-day operations of the district should first be referred through the proper administrative channels before it is presented to the board.

Learn more at <http://stvra.in/publiccomment>

1. CALL TO ORDER:

6:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. VISITORS:

25-Year Employees Recognition
Seal of Biliteracy Presentation

4. AUDIENCE PARTICIPATION:

5. SUPERINTENDENT'S REPORT:

6. REPORTS:

- 6.1. FY25 March District Financial Statements
- 6.2. FY25 3rd Quarter Public Gifts to Schools

7. CONSENT ITEMS:

- 7.1. Approval: First Reading and Adoption of Board Exhibit JQ-E – Schedule of Student Fees (2025-2026)
- 7.2. Approval: Recommendation to Hire Principal at Red Hawk Elementary School
- 7.3. Approval: Contract Award for Blue Mountain Elementary School Parking Lot Replacement Project
- 7.4. Approval: Contract Award for Fall River Elementary School Parking Lot Replacement Project
- 7.5. Approval: Contract Award for the Tile Roof Replacement Project at Centennial Elementary School
- 7.6. Approval: Contract Award for Fiber Construction and Installation for the New Mead PK-8 Project
- 7.7. Approval: Sidewalk and Public Access Easement Agreement with the Town of Mead for the New Mead PK-8 Project
- 7.8. Approval: Contract Award for the East Bus Facility Propane Expansion Project to CPC Constructors, Inc.
- 7.9. Approval: Fee Adjustment to Design Consultant Contract with Cunningham Group Architecture for the New PK-8 Design Project
- 7.10. Approval: United Power Impact Fees for New High School #9 and the CTE East Building

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- 7.11. Approval: Grant of Easement for United Power Inc. at East Transportation Terminal
- 7.12. Approval: Wire Crossing License Agreement with the Greater Western Railway of Colorado as Part of the Data Resiliency Plan at Weld County Road 26
- 7.13. Approval: Wire Crossing License Agreement with the Greater Western Railway of Colorado as Part of the Data Resiliency Plan at County Line Road
- 7.14. Approval: Purchase of Instructional Materials in Support of K-3 Wilson Foundations Phonics Program
- 7.15. Approval: Lease Agreement with Cellco Partnership d/b/a Verizon Wireless
- 7.16. Approval: Request to Grant an Exception to Board Policy GBEA - Staff Ethics/Conflict of Interest - Rauschkolb

8. ACTION ITEMS:

- 8.1. Recommendation: Adoption of Resolution Proclaiming Teacher Appreciation Week and Substitute Teacher Appreciation Week, May 5 - 9, 2025
- 8.2. Recommendation: Approval of Aspen Ridge Preparatory School Contract Renewal
- 8.3. Recommendation: Approval of Carbon Valley Academy Contract Renewal
- 8.4. Recommendation: Approval of Firestone Charter Academy Contract Renewal
- 8.5. Recommendation: Approval of Flagstaff Academy Charter School Contract Renewal
- 8.6. Recommendation: Approval of St. Vrain Community Montessori School Contract Renewal
- 8.7. Recommendation: Approval of Twin Peaks Classical Academy Contract Renewal

9. DISCUSSION ITEMS:

10. ADJOURNMENT:

**Board of Education Meetings: Held at 395 South Pratt Parkway,
Board Room, unless otherwise noted:**

Wednesday, May 14
Wednesday, May 21

6:00 - 8:00 pm Regular Meeting
6:00 - 8:00 pm Study Session

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: District Financial Statements - March 2025
Strategic Priority - Strong District Finances

PURPOSE

To provide the Board of Education with monthly financial reports.

BACKGROUND

Colorado Revised Statute (C.R.S.) 22-45-102(1)(b)(I-IV) requires the Board of Education to review the financial condition of the school district at least quarterly during the year. In addition to first and second quarter reports, the District has elected to present monthly financial statements during the remainder of the year.

At the study session prior to this Board meeting, information related to the March 2025 monthly financial statements will be provided to the Board in compliance with all aspects of Colorado Revised Statutes.



March 2025 Monthly Financial Report

*"We are providing current and future generations
a strong competitive advantage so that all students
can achieve success in a globalized world."*

Don Haddad, Ed.D., Superintendent

Prepared by Financial Services

**St. Vrain Valley School District RE-1J
395 South Pratt Parkway • Longmont CO • 80501-6436
www.svvsd.org**

St. Vrain Valley School District RE-1J

Financial Executive Summary

For the period July 1, 2024 to March 31, 2025

Note: The detailed financial statements are an integral part of this summary.

Fund	PDF page	B/S	A2A	B2A	Notes
<i>Governmental Funds including General Fund, Major & Non-Major Funds & Special Revenue Funds . . .</i>					
General Fund (10)	6				CY "cash & invest" \$50m increase primarily due to \$35m net rev increase (refer to A2A stmt). Revenues increase of \$57m include prop tax timing, retired iPad sales, and accelerated equalization, plus \$4m net transfers, which outpaced increase in overall expenditures. CY "due from oth funds" is the amount borrowed by Fund 21 (N/S). CY "taxes A/R, U/R" ~\$34m decrease due to decreased net AV (Weld Cty). CY "pcard clear" relates to timing of cash outflows vs. recorded exp (improved!). CY "due to oth funds" is, partially, money owed to Broomfield Cty URA.
	7				CY "chgs for svcs" \$236k increase due to paid PreK tuition & trip charges. CY "oth local sources" \$3.5m increase primarily due to sale of retired iPads. CY "equalization" \$51m increase due to accelerated payments (SB24-017). CY "preschool" \$695k decrease due to payment in arrears for FY25. CY "oth state sources" \$362k decrease due to school counselor grant reduction. CY "BABs" first half rebate received in April 2025! Finally! CY "other fed'l sources" is the timing of the Nat'l Forest Land payment.
	8-9				CY "sal/bene" \$21.6m increase due to increased salaries/benefits, FTE. CY "purch svc" \$2.9m increase due to outsourced spec educ & custodial svc. CY "supplies" \$2.6m decrease primarily due to timing of SBITA reclassifications from 0610 supplies to debt service P&I objects, a \$2.5m increase. CY "other" \$609k increase due to SWAP w/holdings & preK renos (0852). CY "cap outlay" & "financing" increases due to SBITA inceptions. CY "transfer" of \$4.1m to make Gen'l Fund whole for the purch of Godding land. Based on passage of time, 75% through the fiscal year.
Colo Preschool (19)	n/a	n/a	n/a	n/a	At June 30, 2024, the District closed Fund 19. No FY25 budget was adopted, no expenditures incurred and, therefore, no financial statements are presented.
Risk Mgmt (18)	11-13	n/a			CY \$1.3m "purch svc" increase due to premiums. CY "claims" \$631k decrease due to timing. CY "cap outlay" & "financing" due to new vendor onboarding platform.
Bond Redemp (31)	16-17	n/a	n/a		Partial defeasance of 2016C Series gen'l oblig bonds on 12/22/23.
Building (41)	18-19	n/a	n/a		Full & partial defeasance of 2014A on 11/14/24 & 2016C on 11/22/24, resp.
Capital Rsv (43)	21-23	n/a			With an investment return exceeding the borrowing rate, an arbitrage liability of \$1.7m is recorded as of Mar'25.
					PY "alloc from Gen Fund" included a one-time increase.
					"Chg for svc" & "transfers" relate to preschool improvements.
Comm Educ (27)	25-27	n/a			CY Childcare Dev Block decreasing rev/exp as grant is spent down. CY comm'y grants include new playground at LPMS. Enrichment prgms expanding.
Fair Contrib (29)	28-29	n/a	n/a		CY expenditures include improved pedi crosswalk at Centennial Elem as well as land improvements at new school sites.
Grants (22)	31-33	n/a			Federal funds for Title I, Part A and IDEA are anticipated to be maintained through FY26.
Nutrition Svc (21)	34-37				CY state-funded Healthy School Meals for All anticipated to go to voters in Nov'25 to request add'l funding. "Oth food svc chgs" include vending meal svcs for PRA.
Student Act'y (23)	39-41	n/a			CY support from PTO/Boosters for athletics & co-curricular activities can now be tracked via a unique source code.
<i>Proprietary Fund, the District's only internal service fund . . .</i>					
Self Insurance (65)	44-47				PY's \$17.2m net claims include \$15.1m in stop loss, rebates. CY's \$21.1m net claims include \$4.3m in stop loss, rebates.
<i>Other financial information . . .</i>					
Investments	49		n/a	n/a	CY interest rate is 4.40% compared to PY's 5.45%.

LEGENDS:		No issues or concerns; operating w/in expectations
To be reviewed w/ BOE		Matters of slight concern; monitoring closely
Non-talking point		Major issue or concern; requires immediate attention or action

St. Vrain Valley School District RE-1J
Financial Executive Summary (continued)
For the period July 1 to March 31

Note: Not all funds have been included in the summary shown below.
The detailed financial statements are an integral part of this summary.

	FY24		FY25	
	Actual to Date	% of Budget	Actual to Date	% of Budget
General Fund (10)				
Revenues	\$ 231,176,192	51%	\$ 288,085,734	61%
Expenditures	314,569,808	66%	343,718,690	69%
Other financing sources (uses)	73,741	0%	7,324,346	82%
Net change in fund balance	(83,319,875)		(48,308,610)	
Beg fund balance	165,972,246		178,230,246	
End fund balance	82,652,371		129,921,636	
Liabilities	199,747,305		169,134,232	
Deferred inflows of resources	254,679		150,000	
Total liabilities, deferred inflows, fund balance	\$ 282,654,355		\$ 299,205,868	
Assets	\$ 282,654,355		\$ 299,205,868	
Risk Management Fund (18)				
Net change in fund balance	\$ (982,666)		\$ (1,790,440)	
End fund balance	\$ 6,495,888		\$ 4,696,279	
Bond Redemption Fund (31)				
Net change in fund balance	\$ (63,536,263)		\$ (61,401,570)	
Beg fund balance	118,756,455		125,206,857	
End fund balance	\$ 55,220,192		\$ 63,805,287	
Building Fund (41)				
Revenues	\$ 90,423	113%	\$ 2,991,304	60%
Expenditures	1,958,828	87%	10,258,924	13%
Other financing sources (uses)	-	n/a	373,376,376	100%
Net change in fund balance	(1,868,405)		366,108,756	
Beg fund balance	3,288,915		941,671	
End fund balance	\$ 1,420,510		\$ 367,050,427	
Capital Reserve Fund				
End fund balance	\$ 11,613,794		\$ 8,911,064	
Community Education Fund				
End fund balance	\$ 6,336,531		\$ 6,314,728	
Fair Contributions Fund				
End fund balance	\$ 11,882,324		\$ 12,652,902	
Grants Fund				
Grants receivable	\$ 4,189,838		\$ 3,456,807	
Nutrition Services				
Revenues	\$ 13,195,581	82%	\$ 13,642,343	71%
Expenditures	13,005,741	78%	14,967,288	74%
Change in fund balance	189,840		(1,324,945)	
Beg fund balance	5,254,880		4,208,451	
End fund balance	\$ 5,444,720		\$ 2,883,506	
Student Activity (Special Rev)				
End fund balance	\$ 7,761,362		\$ 7,130,716	
Self Insurance Fund				
Change in fund net position	\$ (858,133)		\$ (1,805,676)	
End fund net position	\$ 16,403,385		\$ 14,130,104	

FUND ACCOUNTING

The District uses funds to report its financial position and changes in financial position. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts.

Funds are classified into three categories: governmental, proprietary, and fiduciary. Each category, in turn, is divided into separate “fund types”.

Governmental funds are used to account for all or most of a government’s general activities, including the servicing of long-term debt (debt service fund), the construction of new schools or renovation of existing buildings (capital projects funds), and the collection and disbursement of earmarked funds (special revenue funds). The District’s governmental funds consist of the following: *General Fund as well as the Risk Management Fund*, a sub-fund of the General Fund; *Bond Redemption Fund*; *Building Fund*; *Capital Reserve Fund*; and five special revenue funds, including the *Government Designated -Purpose Grants Fund*.

Proprietary Funds focus on the determination of the changes in net assets, financial position, and cash flows and are classified as either enterprise or internal service. Enterprise funds may be used to account for any activity for which a fee is charged to external users for goods or services. The District does not have an enterprise fund. Internal service funds account for the financing of services provided by one department to other departments of the District on a cost reimbursement basis. The District’s only internal service fund is the *Self Insurance Fund*.

Fiduciary Funds’ reporting focuses on net assets and changes in net assets. The fiduciary fund category is split into four classifications: pension trust funds, investment trust funds, private-purpose trust funds, and agency funds. The District has no fiduciary funds.

GOVERNMENTAL FUNDS

General Fund

The *General Fund* is the District's general operating fund and is used to account for all financial transactions except those required to be accounted for in another fund. Major revenue sources include local property taxes, specific ownership taxes, and State of Colorado equalization funding, as determined by the School Finance Act of 1994, as amended. Expenditures include all costs associated with the daily operation of the schools, except for programs funded by grants from federal and state governments, school construction, certain capital outlay expenditures, debt service, food service operations, extracurricular athletic and other pupil activities, and insurance transactions.

The *Colorado Preschool Program Fund* (CPP) was a state-funded early childhood education program administered by the Colorado Department of Education. CPP sunsetted at the end of the fiscal year 2022-23; any remaining CPP funds were allowed to be spent through June 30, 2024. CPP was reported as a sub-fund of the *General Fund* and closed by June 30, 2024. As a result, **CPP is not presented in the financial statements herein**. The passage of HB22-1295 established the Department of Early Childhood and the Universal Preschool Program (UPK). Universal Preschool Colorado ensures that every child – in the year before they are eligible for kindergarten – is eligible for up to half-day (15 hours) of state-funded, voluntary preschool, which began the 2023-24 school year. UPK is reported within the General Fund effective July 1, 2023.

The *Risk Management Fund* is a sub-fund of the *General Fund*. Moneys allocated to this fund from the *General Fund* are used to account for the payment of loss or damage to the property of the District, workers' compensation, property and liability claims, and the payment of related administration expenses.

St. Vrain Valley School District RE-1J
General Fund (10)
Balance Sheet (Unaudited)
As of March 31,

	<u>2024</u>	<u>2025</u>
Assets		
Cash and investments	\$ 106,989,523	\$ 156,829,751
Accounts receivable	52,396	21,356
Due from other funds	145,686	1,037,625
Lease receivable	233,219	119,874
Taxes receivable, net	173,640,945	139,494,865 A
Prepaid items	60,962	-
Inventories	<u>1,531,624</u>	<u>1,702,397</u>
Total assets	<u>\$ 282,654,355</u>	<u>\$ 299,205,868</u>
Liabilities		
Accounts payable	\$ -	\$ -
Pcard clearing account	(408,555)	(74,223)
Due to other funds	-	1,132,459
Accrued salaries and benefits	13,395,441	14,480,727 B
Payroll withholdings	13,048,049	13,983,327
Other current liabilities	64,824	117,077
Unearned revenues	<u>173,647,546</u>	<u>139,494,865 A</u>
Total liabilities	<u>199,747,305</u>	<u>169,134,232</u>
Deferred inflows of resources		
Unavailable property tax revenue	-	-
Unavailable lease revenue	<u>254,679</u>	<u>150,000</u>
Total deferred inflows of resources	<u>254,679</u>	<u>150,000</u>
Fund balances		
Nonspendable: deposits, prepaids, inventories	1,592,586	1,702,397
Restricted: TABOR	13,873,426	15,765,259
Restricted: special federal contract	2,622,832	2,977,416
Committed: contingency	9,248,950	10,510,173
Committed: BOE allocations	14,575,405	15,767,757
Assigned: Mill Levy Override	40,739,172	61,414,180
Assigned: current year obligations	-	21,784,454
Unassigned	<u>-</u>	<u>-</u>
Total fund balance	<u>82,652,371</u>	<u>129,921,636</u>
Total liabilities, deferred inflows, fund balances	<u>\$ 282,654,355</u>	<u>\$ 299,205,868</u>

Footnote

- A On January 1, when property taxes are levied, the District records property taxes receivable and a corresponding deferred revenue. As taxes are collected, the District reduces the receivable and deferred revenue and records the tax revenue.
- B The District is accruing salaries and benefits of employees whose contracts run from Aug 1 to Jul 31. The accrual rate is 1/11 of the contract amount per month. As of June 30, the District will have accrued the full amount of salaries and benefits payable.

St. Vrain Valley School District RE-1J

General Fund (10)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to March 31

	FY24 July - March Actual	FY25 July - March Actual	Dollar Variance	Percent Variance
1 Revenues				
2 Local				
3 Property taxes	\$ 52,680,522	\$ 53,313,432	\$ 632,910	1.20%
4 Specific ownership taxes	9,077,334	9,431,830	354,496	3.91%
5 Mill levy override	25,679,192	25,998,277	319,085	1.24%
6 Investment income	5,456,941	5,833,026	376,085	6.89%
7 Charges for service	1,891,476	2,127,279	235,803	12.47%
8 Other local sources	3,464,851	6,976,368	3,511,517	101.35%
9 Total local revenues	<u>98,250,316</u>	<u>103,680,212</u>	<u>5,429,896</u>	5.53%
10 State				
11 Equalization, net	105,412,792	156,357,906	50,945,114	48.33%
12 Special Education	12,762,912	13,698,132	935,220	7.33%
13 Career and Technical Education	952,208	911,661	(40,547)	-4.26%
14 Transportation	2,508,463	2,795,183	286,720	11.43%
15 Gifted and Talented	340,864	337,985	(2,879)	-0.84%
16 English Language Proficiency Act	1,055,779	1,086,302	30,523	2.89%
17 Preschool	4,836,251	4,141,006	(695,245)	-14.38%
18 PERA: State on Behalf Payment	-	-	-	N/A
19 Other state sources	2,485,410	2,123,388	(362,022)	-14.57%
20 Total state revenues	<u>130,354,679</u>	<u>181,451,563</u>	<u>51,096,884</u>	39.20%
21 Federal				
22 Medicaid	1,679,834	1,961,530	281,696	16.77%
23 Build America Bond Rebates	717,816	-	(717,816)	-100.00%
24 Pandemic relief funding	173,547	319,394	145,847	84.04%
25 Other federal sources	-	673,035	673,035	N/A
26 Total federal revenues	<u>2,571,197</u>	<u>2,953,959</u>	<u>382,762</u>	14.89%
27 Total revenues	<u>231,176,192</u>	<u>288,085,734</u>	<u>56,909,542</u>	24.62%
28 Expenditures				
29 Salaries	185,017,565	200,522,905	15,505,340	8.38%
30 Benefits	60,829,905	66,947,513	6,117,608	10.06%
31 Purchased services	14,849,352	17,750,024	2,900,672	19.53%
32 Supplies and materials	21,157,810	18,585,437	(2,572,373)	-12.16%
33 Other	1,072,674	1,681,255	608,581	56.73%
34 Charter schools	29,382,411	30,692,153	1,309,742	4.46%
35 Capital outlay	865,302	3,608,036	2,742,734	316.97%
36 Debt service	1,394,789	3,931,367	2,536,578	181.86%
37 Total expenditures	<u>314,569,808</u>	<u>343,718,690</u>	<u>29,148,882</u>	9.27%
38 Excess (deficiency) of revenues				
39 over (under) expenditures	(83,393,616)	(55,632,956)	27,760,660	33.29%
40 Other Financing Sources (Uses)				
41 Lease purchase, financing arrangements	98,741	3,224,274	3,125,533	3165.39%
42 Transfers, net	(25,000)	4,100,072	4,125,072	16500.29%
43 Total other fin'g sources (uses)	<u>73,741</u>	<u>7,324,346</u>	<u>7,250,605</u>	9832.53%
44 Net change in fund balance	(83,319,875)	(48,308,610)	35,011,265	42.02%
45 Fund balance, beginning	<u>165,972,246</u>	<u>178,230,246</u>	<u>12,258,000</u>	7.39%
46 Fund balance, ending	<u>\$ 82,652,371</u>	<u>\$ 129,921,636</u>	<u>\$ 47,269,265</u>	57.19%

St. Vrain Valley School District RE-1J

General Fund (10)**Prior Year Budget to Actual (Unaudited)**

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Local				
3 Property taxes	\$ 166,323,376	\$ 52,680,522	\$ (113,642,854)	31.67%
4 Specific ownership taxes	13,366,512	9,077,334	(4,289,178)	67.91%
5 Mill levy override	80,733,645	25,679,192	(55,054,453)	31.81%
6 Investment income	9,000,000	5,456,941	(3,543,059)	60.63%
7 Charges for service	2,621,098	1,891,476	(729,622)	72.16%
8 Other local sources	10,945,382	3,464,851	(7,480,531)	31.66%
9 Total local revenues	<u>282,990,013</u>	<u>98,250,316</u>	<u>(184,739,697)</u>	34.72%
10 State				
11 Equalization, net	135,068,400	105,412,792	(29,655,608)	78.04%
12 Special Education	12,762,912	12,762,912	-	100.00%
13 Career and Technical Education	800,000	952,208	152,208	119.03%
14 Transportation	2,508,463	2,508,463	-	100.00%
15 Gifted and Talented	340,864	340,864	-	100.00%
16 English Language Proficiency Act	1,055,779	1,055,779	-	100.00%
17 Preschool	5,655,989	4,836,251	(819,738)	85.51%
18 PERA: State on Behalf Payment	6,000,000	-	(6,000,000)	0.00%
19 Other state sources	2,768,465	2,485,410	(283,055)	89.78%
20 Total state revenues	<u>166,960,872</u>	<u>130,354,679</u>	<u>(36,606,193)</u>	78.07%
21 Federal				
22 Medicaid	2,500,000	1,679,834	(820,166)	67.19%
24 Build America Bond Rebates	1,435,631	717,816	(717,815)	50.00%
23 Pandemic relief funding	1,331,697	173,547	(1,158,150)	13.03%
25 Other federal sources	403,500	-	(403,500)	0.00%
26 Total federal revenues	<u>5,670,828</u>	<u>2,571,197</u>	<u>(3,099,631)</u>	45.34%
27 Total revenues	<u>455,621,713</u>	<u>231,176,192</u>	<u>(224,445,521)</u>	50.74%
28 Expenditures				
29 Salaries	258,873,005	185,017,565	73,855,440	71.47%
30 Benefits	90,496,149	60,829,905	29,666,244	67.22%
31 Purchased services	19,210,650	14,849,352	4,361,298	77.30%
32 Supplies and materials	34,422,740	21,157,810	13,264,930	61.46%
33 Other	1,816,937	1,072,674	744,263	59.04%
34 Charter schools	42,828,838	29,382,411	13,446,427	68.60%
35 Capital outlay	22,674,980	865,302	21,809,678	3.82%
36 Debt service	5,471,039	1,394,789	4,076,250	25.49%
37 Total expenditures	<u>475,794,338</u>	<u>314,569,808</u>	<u>161,224,530</u>	66.11%
38 Excess (deficiency) of revenues				
39 over (under) expenditures	(20,172,625)	(83,393,616)	(63,220,991)	
40 Other Financing Sources (Uses)				
41 Lease purchase, financing arrangements	19,800,000	98,741	(19,701,259)	0.50%
42 Transfers, net	-	(25,000)	(25,000)	N/A
43 Total other fin'g sources (uses)	<u>19,800,000</u>	<u>73,741</u>	<u>(19,726,259)</u>	0.37%
44 Net change in fund balance	(372,625)	(83,319,875)	(82,947,250)	
45 Fund balance, beginning	165,972,246	165,972,246	-	
46 Fund balance, ending	<u>\$ 165,599,621</u>	<u>\$ 82,652,371</u>	<u>\$ (82,947,250)</u>	
47 Expected year-end fund balance as percentage				
48 of annual expenditure budget	<u>34.80%</u>			

St. Vrain Valley School District RE-1J

General Fund (10)**Current Year Budget to Actual (Unaudited)**

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Local				
3 Property taxes	\$ 145,419,623	\$ 53,313,432	\$ (92,106,191)	36.66%
4 Specific ownership taxes	14,300,000	9,431,830	(4,868,170)	65.96%
5 Mill levy override	70,769,244	25,998,277	(44,770,967)	36.74%
6 Investment income	7,000,000	5,833,026	(1,166,974)	83.33%
7 Charges for service	2,792,916	2,127,279	(665,637)	76.17%
8 Other local sources	13,204,457	6,976,368	(6,228,089)	52.83%
9 Total local revenues	<u>253,486,240</u>	<u>103,680,212</u>	<u>(149,806,028)</u>	40.90%
10 State				
11 Equalization, net	179,654,929	156,357,906	(23,297,023)	87.03%
12 Special Education	13,698,132	13,698,132	-	100.00%
13 Career and Technical Education	1,823,322	911,661	(911,661)	50.00%
14 Transportation	2,795,183	2,795,183	-	100.00%
15 Gifted and Talented	337,985	337,985	-	100.00%
16 English Language Proficiency Act	1,086,302	1,086,302	-	100.00%
17 Preschool	5,145,391	4,141,006	(1,004,385)	80.48%
18 PERA: State on Behalf Payment	6,500,000	-	(6,500,000)	0.00%
19 Other state sources	2,486,221	2,123,388	(362,833)	85.41%
20 Total state revenues	<u>213,527,465</u>	<u>181,451,563</u>	<u>(32,075,902)</u>	84.98%
21 Federal				
22 Medicaid	3,200,000	1,961,530	(1,238,470)	61.30%
24 Build America Bond Rebates	1,435,631	-	(1,435,631)	0.00%
23 Pandemic relief funding	30,819	319,394	288,575	1036.35%
25 Other federal sources	1,276,535	673,035	(603,500)	52.72%
26 Total federal revenues	<u>5,942,985</u>	<u>2,953,959</u>	<u>(2,989,026)</u>	49.70%
27 Total revenues	<u>472,956,690</u>	<u>288,085,734</u>	<u>(184,870,956)</u>	60.91%
28 Expenditures				
29 Salaries	285,996,166	200,522,905	85,473,261	70.11%
30 Benefits	99,654,782	66,947,513	32,707,269	67.18%
31 Purchased services	19,438,388	17,750,024	1,688,364	91.31%
32 Supplies and materials	33,507,196	18,585,437	14,921,759	55.47%
33 Other	1,645,185	1,681,255	(36,070)	102.19%
34 Charter schools	44,123,431	30,692,153	13,431,278	69.56%
35 Capital outlay	8,788,972	3,608,036	5,180,936	41.05%
36 Debt service	6,837,198	3,931,367	2,905,831	57.50%
37 Total expenditures	<u>499,991,318</u>	<u>343,718,690</u>	<u>156,272,628</u>	68.74%
38 Excess (deficiency) of revenues				
39 over (under) expenditures	(27,034,628)	(55,632,956)	(28,598,328)	
40 Other Financing Sources (Uses)				
41 Lease purchase, financing arrangements	4,800,000	3,224,274	(1,575,726)	67.17%
42 Transfers, net	4,100,000	4,100,072	72	100.00%
43 Total other fin'g sources (uses)	<u>8,900,000</u>	<u>7,324,346</u>	<u>(1,575,654)</u>	N/A
44 Net change in fund balance	(18,134,628)	(48,308,610)	(30,173,982)	
45 Fund balance, beginning	178,230,246	178,230,246	-	
46 Fund balance, ending	<u>\$ 160,095,618</u>	<u>\$ 129,921,636</u>	<u>\$ (30,173,982)</u>	
47 Expected year-end fund balance as percentage				
48 of annual expenditure budget	<u>32.02%</u>			

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St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to March 31

	FY24 July - March Actual	FY25 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 264,680	\$ 197,985	\$ (66,695)	-25.20%
Allocation from General Fund	3,375,000	3,450,000	75,000	2.22%
Other local sources	<u>2,604</u>	<u>30,932</u>	<u>28,328</u>	1087.86%
Total revenues	<u>3,642,284</u>	<u>3,678,917</u>	<u>36,633</u>	1.01%
Expenditures				
Salaries	311,689	367,003	55,314	17.75%
Benefits	87,134	119,201	32,067	36.80%
Purchased services				
Professional services	208,464	317,572	109,108	52.34%
Self insurance pools	3,271,502	4,459,732	1,188,230	36.32%
Claims	664,725	34,196	(630,529)	-94.86%
Supplies	68,399	105,752	37,353	54.61%
Other	4,940	7,616	2,676	54.17%
Capital outlay	8,097	252,931	244,834	3023.76%
Debt service	-	17,420	17,420	N/A
Total expenses	<u>4,624,950</u>	<u>5,681,423</u>	<u>1,056,473</u>	22.84%
Excess (deficiency) of revenues over (under) expenditures	(982,666)	(2,002,506)	(1,019,840)	103.78%
Other Financing Sources				
Financing arrangement	<u>-</u>	<u>212,066</u>	<u>212,066</u>	N/A
Net change in fund balance	(982,666)	(1,790,440)	(807,774)	82.20%
Fund balance, beginning	<u>7,478,554</u>	<u>6,486,719</u>	<u>(991,835)</u>	-13.26%
Fund balance, ending	<u>\$ 6,495,888</u>	<u>\$ 4,696,279</u>	<u>\$ (1,799,609)</u>	-27.70%

St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 400,000	\$ 264,680	\$ (135,320)	66.17%
Allocation from General Fund	4,500,000	3,375,000	(1,125,000)	75.00%
Other local sources	25,000	2,604	(22,396)	10.42%
Total revenues	<u>4,925,000</u>	<u>3,642,284</u>	<u>(1,282,716)</u>	73.96%
Expenditures				
Salaries	446,319	311,689	134,630	69.84%
Benefits	120,837	87,134	33,703	72.11%
Purchased services	4,492,450	3,479,966	1,012,484	77.46%
Claims	1,500,000	664,725	835,275	44.32%
Supplies	249,000	68,399	180,601	27.47%
Other	79,600	4,940	74,660	6.21%
Capital outlay	-	8,097	(8,097)	N/A
Debt service	-	-	-	N/A
Total expenses	<u>6,888,206</u>	<u>4,624,950</u>	<u>2,263,256</u>	67.14%
Excess (deficiency) of revenues over (under) expenditures	(1,963,206)	(982,666)	980,540	
Other Financing Sources				
Financing arrangement	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Net change in fund balance	(1,963,206)	(982,666)	980,540	
Fund balance, beginning	<u>7,478,554</u>	<u>7,478,554</u>	<u>-</u>	
Fund balance, ending	<u>\$ 5,515,348</u>	<u>\$ 6,495,888</u>	<u>\$ 980,540</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>80.07%</u>			

St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 350,000	\$ 197,985	\$ (152,015)	56.57%
Allocation from General Fund	4,600,000	3,450,000	(1,150,000)	75.00%
Other local sources	25,000	30,932	5,932	123.73%
Total revenues	<u>4,975,000</u>	<u>3,678,917</u>	<u>(1,296,083)</u>	73.95%
Expenditures				
Salaries	503,697	367,003	136,694	72.86%
Benefits	158,135	119,201	38,934	75.38%
Purchased services	5,083,850	4,777,304	306,546	93.97%
Claims	1,500,000	34,196	1,465,804	2.28%
Supplies	254,500	105,752	148,748	41.55%
Other	13,700	7,616	6,084	55.59%
Capital outlay	-	252,931	(252,931)	N/A
Debt service	-	17,420	(17,420)	N/A
Total expenses	<u>7,513,882</u>	<u>5,681,423</u>	<u>1,832,459</u>	75.61%
Excess (deficiency) of revenues over (under) expenditures	(2,538,882)	(2,002,506)	536,376	
Other Financing Sources				
Financing arrangement	<u>-</u>	<u>212,066</u>	<u>212,066</u>	N/A
Net change in fund balance	(2,538,882)	(1,790,440)	748,442	
Fund balance, beginning	<u>6,486,719</u>	<u>6,486,719</u>	<u>-</u>	
Fund balance, ending	<u>\$ 3,947,837</u>	<u>\$ 4,696,279</u>	<u>\$ 748,442</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>52.54%</u>			

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GOVERNMENTAL FUNDS

Major Governmental Funds

The *Bond Redemption Fund* is a debt service fund. It is used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. The fund's primary revenue source is local property taxes levied specifically for debt service.

The *Building Fund* is a capital projects fund that is used to account for the proceeds of bond sales and expenditures for capital outlay for land, buildings, improvements of grounds, construction of buildings, additions or remodeling of buildings or initial, additional and replacement of equipment.

Nonmajor Governmental Fund

The *Capital Reserve Capital Projects Fund* is used to account for revenue allocations from the *General Fund* and other revenues allocated to or earned in this fund, and the expenditures for the ongoing capital needs of the District, such as acquisition of land, building additions and improvements, and equipment purchases where the estimated unit cost is in excess of \$1,000.

St. Vrain Valley School District RE-1J

Bond Redemption Fund (31)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Property taxes	\$ 102,017,858	\$ 32,486,697	\$ (69,531,161)	31.84%
Investment income	4,750,000	3,421,340	(1,328,660)	72.03%
Other local sources	6,500,000	1,707	(6,498,293)	0.03%
Total revenues	<u>113,267,858</u>	<u>35,909,744</u>	<u>(77,358,114)</u>	31.70%
Expenditures				
Debt principal	14,110,000	14,110,000	-	100.00%
Debt interest - Dec 15 & June 15	16,452,590	9,230,445	7,222,145	56.10%
Payment to escrow agent	76,085,822	76,085,822	-	100.00%
Fiscal charges	36,000	19,740	16,260	54.83%
Total expenditures	<u>106,684,412</u>	<u>99,446,007</u>	<u>7,238,405</u>	93.22%
Excess (deficiency) of revenues over (under) expenditures	6,583,446	(63,536,263)	(70,119,709)	
Fund balance, beginning	<u>118,756,455</u>	<u>118,756,455</u>	<u>-</u>	
Fund balance, ending	<u>\$ 125,339,901</u>	<u>\$ 55,220,192</u>	<u>\$ (70,119,709)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>117.49%</u>			

St. Vrain Valley School District RE-1J

Bond Redemption Fund (31)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Property taxes	\$ 89,426,493	32,853,501	\$ (56,572,992)	36.74%
Investment income	4,000,000	3,168,709	(831,291)	79.22%
Other local sources	4,300,000	79,454	(4,220,546)	1.85%
Total revenues	<u>97,726,493</u>	<u>36,101,664</u>	<u>(61,624,829)</u>	36.94%
Expenditures				
Debt principal	7,710,000	7,710,000	-	100.00%
Debt interest - Dec 15 & June 15	18,645,789	5,189,895	13,455,894	27.83%
Payment to escrow agent	84,588,689	84,588,689	-	100.00%
Fiscal charges	35,000	14,650	20,350	41.86%
Total expenditures	<u>110,979,478</u>	<u>97,503,234</u>	<u>13,476,244</u>	87.86%
Excess (deficiency) of revenues over (under) expenditures	(13,252,985)	(61,401,570)	(48,148,585)	
Fund balance, beginning	<u>125,206,857</u>	<u>125,206,857</u>	<u>-</u>	
Fund balance, ending	<u>\$ 111,953,872</u>	<u>\$ 63,805,287</u>	<u>\$ (48,148,585)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>100.88%</u>			

St. Vrain Valley School District RE-1J

Building Fund (41)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 80,000	\$ 90,423	\$ 10,423	113.03%
Total revenues	<u>80,000</u>	<u>90,423</u>	<u>10,423</u>	113.03%
Expenditures				
Salaries	541,000	406,384	134,616	75.12%
Benefits	171,000	125,408	45,592	73.34%
Purchased services	750,000	1,102,724	(352,724)	147.03%
Construction projects	785,202	322,302	462,900	41.05%
Debt service	-	-	-	N/A
Other	<u>-</u>	<u>2,010</u>	<u>(2,010)</u>	N/A
Total expenditures	<u>2,247,202</u>	<u>1,958,828</u>	<u>288,374</u>	87.17%
Excess (deficiency) of revenues over (under) expenditures	(2,167,202)	(1,868,405)	298,797	
Other Financing Sources (Uses)				
General obligation building bonds	-	-	-	N/A
Premium on bonds	-	-	-	N/A
Financing arrangement	-	-	-	N/A
Transfer to General Fund	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Net change in fund balance	(2,167,202)	(1,868,405)	298,797	
Fund balance, beginning	<u>3,288,915</u>	<u>3,288,915</u>	<u>-</u>	
Fund balance, ending	<u>\$ 1,121,713</u>	<u>\$ 1,420,510</u>	<u>\$ 298,797</u>	
Expected year-end fund (deficit) as percentage of annual expenditure budget	<u>49.92%</u>			

St. Vrain Valley School District RE-1J

Building Fund (41)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 5,000,000	2,991,304	\$ (2,008,696)	59.83%
Total revenues	<u>5,000,000</u>	<u>2,991,304</u>	<u>(2,008,696)</u>	59.83%
Expenditures				
Salaries	823,268	186,468	636,800	22.65%
Benefits	280,911	58,544	222,367	20.84%
Purchased services	24,166,737	5,561,345	18,605,392	23.01%
Construction projects	53,626,182	4,411,762	49,214,420	8.23%
Debt service	-	40,000	(40,000)	N/A
Other	<u>25,000</u>	<u>805</u>	<u>24,195</u>	3.22%
Total expenditures	<u>78,922,098</u>	<u>10,258,924</u>	<u>68,663,174</u>	13.00%
Excess (deficiency) of revenues over (under) expenditures	(73,922,098)	(7,267,620)	66,654,478	
Other Financing Sources (Uses)				
General obligation building bonds	342,960,000	342,960,000	-	100.00%
Premium on bonds	34,561,644	34,561,644	-	100.00%
Financing arrangement	-	153,032	153,032	N/A
Transfer to General Fund	<u>(4,300,000)</u>	<u>(4,298,300)</u>	<u>1,700</u>	99.96%
Total other financing sources (uses)	<u>373,221,644</u>	<u>373,376,376</u>	<u>154,732</u>	100.04%
Net change in fund balance	299,299,546	366,108,756	66,809,210	
Fund balance, beginning	<u>941,671</u>	<u>941,671</u>	<u>-</u>	
Fund balance, ending	<u>\$ 300,241,217</u>	<u>\$ 367,050,427</u>	<u>\$ 66,809,210</u>	
Expected year-end fund (deficit) as percentage of annual expenditure budget	<u>380.43%</u>			

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St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to March 31

	FY24 July - March Actual	FY25 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Allocation from General Fund	\$ 9,093,702	\$ 7,410,307	\$ (1,683,395)	-18.51%
Investment income	337,556	344,238	6,682	1.98%
Charges for service	678,729	447,037	(231,692)	-34.14%
Other local sources	58,589	95,822	37,233	63.55%
Total revenues	<u>10,168,576</u>	<u>8,297,404</u>	<u>(1,871,172)</u>	-18.40%
Expenditures				
Capital projects	9,666,327	11,324,980	1,658,653	17.16%
Debt service	-	55,860	55,860	N/A
Total expenditures	<u>9,666,327</u>	<u>11,380,840</u>	<u>1,714,513</u>	17.74%
Excess (deficiency) of revenues over (under) expenditures	502,249	(3,083,436)	(3,585,685)	-713.93%
Other Financing Sources				
Transfers - other funds, net	<u>64,527</u>	<u>703,835</u>	<u>639,308</u>	990.76%
Net change in fund balance	566,776	(2,379,601)	(2,946,377)	-519.85%
Fund balance, beginning	<u>11,047,018</u>	<u>11,290,665</u>	<u>243,647</u>	2.21%
Fund balance, ending	<u>\$ 11,613,794</u>	<u>\$ 8,911,064</u>	<u>\$ (2,702,730)</u>	-23.27%

St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Allocation from General Fund	\$ 12,124,936	\$ 9,093,702	\$ (3,031,234)	75.00%
Investment income	450,000	337,556	(112,444)	75.01%
Charges for service	-	678,729	678,729	N/A
Other local sources	12,000	58,589	46,589	488.24%
Total revenues	12,586,936	10,168,576	(2,418,360)	80.79%
Expenditures				
Capital projects	19,065,263	9,666,327	9,398,936	50.70%
Debt service	-	-	-	N/A
Total expenditures	19,065,263	9,666,327	9,398,936	50.70%
Excess (deficiency) of revenues over (under) expenditures	(6,478,327)	502,249	6,980,576	
Other Financing Sources				
Transfers - other funds, net	-	64,527	64,527	N/A
Net change in fund balance	(6,478,327)	566,776	7,045,103	
Fund balance, beginning	11,047,018	11,047,018	-	
Fund balance, ending	\$ 4,568,691	\$ 11,613,794	\$ 7,045,103	
Expected year-end fund balance as percentage of annual expenditure budget	23.96%			

St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Allocation from General Fund	\$ 9,882,767	\$ 7,410,307	\$ (2,472,460)	74.98%
Investment income	450,000	344,238	(105,762)	76.50%
Charges for service	-	447,037	447,037	N/A
Other local sources	50,000	95,822	45,822	191.64%
Total revenues	<u>10,382,767</u>	<u>8,297,404</u>	<u>(2,085,363)</u>	79.92%
Expenditures				
Capital projects	19,963,149	11,324,980	8,638,169	56.73%
Debt service	-	55,860	(55,860)	N/A
Total expenditures	<u>19,963,149</u>	<u>11,380,840</u>	<u>8,582,309</u>	57.01%
Excess (deficiency) of revenues over (under) expenditures	(9,580,382)	(3,083,436)	6,496,946	
Other Financing Sources				
Transfers - other funds, net	<u>290,180</u>	<u>703,835</u>	<u>413,655</u>	242.55%
Net change in fund balance	(9,290,202)	(2,379,601)	6,910,601	
Fund balance, beginning	<u>11,290,665</u>	<u>11,290,665</u>	<u>-</u>	
Fund balance, ending	<u>\$ 2,000,463</u>	<u>\$ 8,911,064</u>	<u>\$ 6,910,601</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>10.02%</u>			

GOVERNMENTAL FUNDS

Special Revenue Funds

The *Community Education Fund* is used to record the tuition-based activities including summer school, Pre-K child care, K-5 child care, and enrichment, as well as facility use rental income and community grants and awards.

In accordance with intergovernmental agreements, the *Fair Contributions Fund* is used to collect money for the acquisition, development, or expansion of public school sites based on impacts created by residential subdivisions.

The *Governmental Designated-Purpose Grants Fund* is used to account for restricted state and federal grants including, but not limited to, Title I Part A – Improving the Academic Achievement of the Disadvantaged – and Individuals with Disabilities Education Act (IDEA Part B).

The *Nutrition Services Fund* accounts for the food service operations of the District. Nutrition Services provides quality, nutritious and well balanced meals to students throughout District schools.

The *Student Activity Fund* is used to record financial transactions related to school sponsored pupil intrascholastic and interscholastic athletic and other related activities. Revenues of this fund are primarily from student fees, gate receipts, and gifts.

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to March 31

	FY24 July - March Actual	FY25 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 190,271	\$ 233,635	\$ 43,364	22.79%
Charges for services				
Community School Programs				
A Pre-K Child Care	695,463	757,563	62,100	8.93%
B K-5 Child Care	3,267,079	3,618,993	351,914	10.77%
C Enrichment	192,453	225,694	33,241	17.27%
D C/S Central Office	644,045	219,443	(424,602)	-65.93%
E Summer School Program	82,875	94,913	12,038	14.53%
Facility Use				
F School Bldgs' Share	60,733	61,936	1,203	1.98%
G Central Office Share	291,196	352,030	60,834	20.89%
H Other programs	85,550	127,007	41,457	48.46%
I Community grants & awards	772,887	1,180,406	407,519	52.73%
Total revenues	<u>6,282,452</u>	<u>6,871,620</u>	<u>589,168</u>	9.38%
Expenditures				
Instruction				
Community School Programs				
A Pre-K Child Care	544,445	766,364	221,919	40.76%
B K-5 Child Care	2,455,172	3,304,122	848,950	34.58%
C Enrichment	59,368	103,629	44,261	74.55%
D C/S Central Office	1,481,628	964,616	(517,012)	-34.89%
E Summer School Program	40,640	42,954	2,314	5.69%
Support services				
Facility Use				
F School Bldgs' Share	56,653	82,333	25,680	45.33%
G Central Office Share	287,932	375,030	87,098	30.25%
H Other programs	138,705	182,228	43,523	31.38%
I Community grants & awards	455,177	1,017,894	562,717	123.63%
Total expenditures	<u>5,519,720</u>	<u>6,839,170</u>	<u>1,319,450</u>	23.90%
Excess (deficiency) of revenues over (under) expenditures	762,732	32,450	(730,282)	-95.75%
Other Financing Sources (Uses)				
Transfers, net	<u>33,047</u>	<u>(390,705)</u>	<u>(423,752)</u>	-1282.27%
Net change in fund balance	795,779	(358,255)	(1,154,034)	-145.02%
Fund balance, beginning	<u>5,540,752</u>	<u>6,672,983</u>	<u>1,132,231</u>	20.43%
Fund balance, ending	<u>\$ 6,336,531</u>	<u>\$ 6,314,728</u>	<u>\$ (21,803)</u>	-0.34%

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 225,000	\$ 190,271	\$ (34,729)	84.56%
Charges for services	6,070,388	4,873,944	(1,196,444)	80.29%
Community grants & awards	713,887	772,887	59,000	108.26%
Pandemic relief funds	445,350	445,350	-	100.00%
Total revenues	<u>7,454,625</u>	<u>6,282,452</u>	<u>(1,172,173)</u>	84.28%
Expenditures				
Instruction	4,584,252	3,609,942	974,310	78.75%
Support services	2,962,613	1,899,650	1,062,963	64.12%
Capital outlay	<u>30,128</u>	<u>10,128</u>	<u>20,000</u>	33.62%
Total expenditures	<u>7,576,993</u>	<u>5,519,720</u>	<u>2,057,273</u>	72.85%
Excess (deficiency) of revenues over (under) expenditures	(122,368)	762,732	885,100	
Other Financing Sources (Uses)				
Transfers, net	<u>-</u>	<u>33,047</u>	<u>33,047</u>	N/A
Net change in fund balance	(122,368)	795,779	918,147	
Fund balance, beginning	<u>5,540,752</u>	<u>5,540,752</u>	<u>-</u>	
Fund balance, ending	<u>\$ 5,418,384</u>	<u>\$ 6,336,531</u>	<u>\$ 918,147</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>71.51%</u>			

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 174,486	\$ 233,635	\$ 59,149	133.90%
Charges for services	7,204,815	5,454,579	(1,750,236)	75.71%
Community grants & awards	863,595	1,180,406	316,811	136.69%
Pandemic relief funds	-	3,000	3,000	N/A
Total revenues	<u>8,242,896</u>	<u>6,871,620</u>	<u>(1,371,276)</u>	83.36%
Expenditures				
Instruction	5,778,040	4,292,342	1,485,698	74.29%
Support services	3,894,326	2,128,409	1,765,917	54.65%
Capital outlay	<u>10,000</u>	<u>418,419</u>	<u>(408,419)</u>	4184.19%
Total expenditures	<u>9,682,366</u>	<u>6,839,170</u>	<u>2,843,196</u>	70.64%
Excess (deficiency) of revenues over (under) expenditures	(1,439,470)	32,450	1,471,920	
Other Financing Sources (Uses)				
Transfers, net	<u>(500)</u>	<u>(390,705)</u>	<u>(390,205)</u>	78141.00%
Net change in fund balance	(1,439,970)	(358,255)	1,081,715	
Fund balance, beginning	<u>6,672,983</u>	<u>6,672,983</u>	-	
Fund balance, ending	<u>\$ 5,233,013</u>	<u>\$ 6,314,728</u>	<u>\$ 1,081,715</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>54.05%</u>			

St. Vrain Valley School District RE-1J

Fair Contributions Fund (29)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 400,000	\$ 403,827	\$ 3,827	100.96%
Other local sources	-	21,005	21,005	N/A
Cash in lieu	1,600,000	986,291	(613,709)	61.64%
Total revenues	2,000,000	1,411,123	(588,877)	70.56%
Expenditures				
Purchased services	95,000	23,900	71,100	25.16%
Capital outlay	1,900,000	-	1,900,000	0.00%
Total expenditures	1,995,000	23,900	1,971,100	1.20%
Excess (deficiency) of revenues over (under) expenditures	5,000	1,387,223	1,382,223	
Other Financing (Uses)				
Transfer to General Fund	-	-	-	N/A
Net change in fund balance	5,000	1,387,223	1,382,223	
Fund balance, beginning	10,495,101	10,495,101	-	
Fund balance, ending	\$ 10,500,101	\$ 11,882,324	\$ 1,382,223	
Expected year-end fund balance as percentage of annual expenditure budget	526.32%			

St. Vrain Valley School District RE-1J

Fair Contributions Fund (29)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 550,000	\$ 418,138	\$ (131,862)	76.03%
Other local sources	-	-	-	N/A
Cash in lieu	1,500,000	943,382	(556,618)	62.89%
Total revenues	2,050,000	1,361,520	(688,480)	66.42%
Expenditures				
Purchased services	1,500,000	174,343	1,325,657	11.62%
Capital outlay	922,414	253,203	669,211	27.45%
Total expenditures	2,422,414	427,546	1,994,868	17.65%
Excess (deficiency) of revenues over (under) expenditures	(372,414)	933,974	1,306,388	
Other Financing (Uses)				
Transfer to General Fund	-	(72)	(72)	N/A
Net change in fund balance	(372,414)	933,902	1,306,316	
Fund balance, beginning	11,719,000	11,719,000	-	
Fund balance, ending	\$ 11,346,586	\$ 12,652,902	\$ 1,306,316	
Expected year-end fund balance as percentage of annual expenditure budget	468.40%			

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St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to March 31

	FY24 July - March Actual	FY25 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Local grants	\$ 37,176	\$ 36,278	\$ (898)	-2.42%
State grants	1,571,348	4,530,965	2,959,617	188.35%
Federal grants	5,251,766	3,822,336	(1,429,430)	-27.22%
Total revenues	<u>6,860,290</u>	<u>8,389,579</u>	<u>1,529,289</u>	22.29%
Expenditures				
Salaries	6,675,730	7,263,137	587,407	8.80%
Benefits	2,221,539	2,400,565	179,026	8.06%
Purchased services	1,102,677	1,348,576	245,899	22.30%
Supplies and materials	987,147	562,880	(424,267)	-42.98%
Other	38,502	53,776	15,274	39.67%
Capital outlay	24,533	151,557	127,024	517.77%
Debt service	-	65,895	65,895	N/A
Total expenditures	<u>11,050,128</u>	<u>11,846,386</u>	<u>796,258</u>	7.21%
Excess (deficiency) of revenues over (under) expenditures	(4,189,838)	(3,456,807)	733,031	17.50%
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Fund (deficit), ending	<u>\$ (4,189,838)</u>	<u>\$ (3,456,807)</u>	<u>\$ 733,031</u>	17.50%

St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Local grants	\$ 92,000	\$ 37,176	\$ (54,824)	40.41%
State grants	2,538,266	1,571,348	(966,918)	61.91%
Federal grants	<u>17,009,240</u>	<u>5,251,766</u>	<u>(11,757,474)</u>	30.88%
Total revenues	<u>19,639,506</u>	<u>6,860,290</u>	<u>(12,779,216)</u>	34.93%
Expenditures				
Salaries	9,590,009	6,675,730	2,914,279	69.61%
Benefits	3,098,286	2,221,539	876,747	71.70%
Purchased services	1,837,368	1,102,677	734,691	60.01%
Supplies and materials	3,693,974	987,147	2,706,827	26.72%
Other	1,221,356	38,502	1,182,854	3.15%
Capital outlay	198,513	24,533	173,980	12.36%
Debt service	-	-	-	N/A
Total expenditures	<u>19,639,506</u>	<u>11,050,128</u>	<u>8,589,378</u>	56.26%
Excess (deficiency) of revenues over (under) expenditures	-	(4,189,838)	(4,189,838)	
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>	
Fund balance (deficit), ending	<u>\$ -</u>	<u>\$ (4,189,838)</u>	<u>\$ (4,189,838)</u>	
Expected year-end fund (deficit) as percentage of annual expenditure budget	<u>0.00%</u>			

St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Local grants	\$ 100,700	\$ 36,278	\$ (64,422)	36.03%
State grants	7,030,420	4,530,965	(2,499,455)	64.45%
Federal grants	<u>14,591,473</u>	<u>3,822,336</u>	<u>(10,769,137)</u>	26.20%
Total revenues	<u>21,722,593</u>	<u>8,389,579</u>	<u>(13,333,014)</u>	38.62%
Expenditures				
Salaries	10,501,613	7,263,137	3,238,476	69.16%
Benefits	3,586,384	2,400,565	1,185,819	66.94%
Purchased services	2,509,731	1,348,576	1,161,155	53.73%
Supplies and materials	3,581,901	562,880	3,019,021	15.71%
Other	1,265,025	53,776	1,211,249	4.25%
Capital outlay	277,939	151,557	126,382	54.53%
Debt service	<u>-</u>	<u>65,895</u>	<u>(65,895)</u>	N/A
Total expenditures	<u>21,722,593</u>	<u>11,846,386</u>	<u>9,876,207</u>	54.53%
Excess (deficiency) of revenues over (under) expenditures	-	(3,456,807)	(3,456,807)	
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>	
Fund balance (deficit), ending	<u>\$ -</u>	<u>\$ (3,456,807)</u>	<u>\$ (3,456,807)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>0.00%</u>			

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
Statement of Fund Net Position (Unaudited)
As of March 31,

	<u>2024</u>	<u>2025</u>
Assets		
Cash and investments	\$ 1,464,484	\$ 2,475
Accounts receivable	304	-
Grants receivable	2,802,491	2,920,934 A
Prepaid items	13,632	-
Inventories	<u>1,527,891</u>	<u>1,425,625</u>
Total assets	<u>\$ 5,808,802</u>	<u>\$ 4,349,034</u>
Liabilities		
Accounts payable	\$ -	\$ -
Due to other funds	145,686	1,037,625
Accrued salaries and benefits	218,396	252,737
Unearned revenues	<u>-</u>	<u>175,166</u>
Total liabilities	<u>364,082</u>	<u>1,465,528</u>
Fund balance		
Nonspendable: prepaids, inventories	1,541,523	1,425,625
Restricted	<u>3,903,197</u>	<u>1,457,881</u>
Total fund balance	<u>5,444,720</u>	<u>\$ 2,883,506</u>
Total liabilities and fund balance	<u>\$ 5,808,802</u>	<u>\$ 4,349,034</u>

Footnote

- A The State match and National School Lunch/Breakfast program revenues have been adjusted to reflect reimbursements requested but not yet received by period end.

St. Vrain Valley School District RE-1J

Nutrition Services Fund (21)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to March 31

	FY24 July - March Actual	FY25 July - March Actual	Dollar Variance	Percent Variance
1 Revenues				
2 Investment income	\$ 87,684	\$ 15,720	\$ (71,964)	-82.07%
3 Charges for service	294,247	302,437	8,190	2.78%
4 Other food service charges	5,699	377,938	372,239	6531.65%
5 State sources	6,119,665	5,524,884	(594,781)	-9.72% A
6 Commodities entitlement	817,979	956,055	138,076	16.88%
7 Federal sources	5,870,307	6,465,309	595,002	10.14% A
8 Total revenues	<u>13,195,581</u>	<u>13,642,343</u>	<u>446,762</u>	3.39%
9				
10 Expenditures				
11 Salaries	4,608,467	5,284,223	675,756	14.66%
12 Benefits	1,687,672	2,011,658	323,986	19.20%
13 Purchased services	110,118	156,276	46,158	41.92%
14 Supplies and materials	6,041,764	7,194,954	1,153,190	19.09%
15 Capital outlay	508,805	313,367	(195,438)	-38.41%
16 Other	48,915	6,810	(42,105)	-86.08%
17 Total expenditures	<u>13,005,741</u>	<u>14,967,288</u>	<u>1,961,547</u>	15.08%
18				
19 Excess (deficiency) of revenues				
20 over (under) expenditures	189,840	(1,324,945)	(1,514,785)	-797.93%
21				
22 Fund balance, beginning	<u>5,254,880</u>	<u>4,208,451</u>	<u>(1,046,429)</u>	-19.91%
23				
24 Fund balance, ending	<u>\$ 5,444,720</u>	<u>\$ 2,883,506</u>	<u>\$ (2,561,214)</u>	-47.04%

Footnote

- A The State match and National School Lunch/Breakfast program revenues have been adjusted to reflect reimbursements requested but not yet received by period end.

St. Vrain Valley School District RE-1J

Nutrition Services Fund (21)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Investment income	\$ 132,000	\$ 87,684	\$ (44,316)	66.43%
3 Charges for service	230,000	294,247	64,247	127.93%
4 Other food service charges	10,000	5,699	(4,301)	56.99%
5 State sources	8,253,648	6,119,665	(2,133,983)	74.14%
6 Commodities entitlement	708,558	817,979	109,421	115.44%
7 Federal sources	6,801,843	5,870,307	(931,536)	86.30%
8 Total revenues	<u>16,136,049</u>	<u>13,195,581</u>	<u>(2,940,468)</u>	81.78%
9				
10 Expenditures				
11 Salaries	6,521,867	4,608,467	1,913,400	70.66%
12 Benefits	2,387,273	1,687,672	699,601	70.69%
13 Purchased services	285,000	110,118	174,882	38.64%
14 Supplies and materials	6,759,484	6,041,764	717,720	89.38%
15 Capital outlay	609,922	508,805	101,117	83.42%
16 Other	100,000	48,915	51,085	48.92%
17 Total expenditures	<u>16,663,546</u>	<u>13,005,741</u>	<u>3,657,805</u>	78.05%
18				
19 Excess (deficiency) of revenues				
20 over (under) expenditures	(527,497)	189,840	717,337	
21				
22 Fund balance, beginning	<u>5,254,880</u>	<u>5,254,880</u>	<u>-</u>	
23				
24 Fund balance, ending	<u>\$ 4,727,383</u>	<u>\$ 5,444,720</u>	<u>\$ 717,337</u>	
25				
26 Expected year-end fund balance as percentage				
27 of annual expenditure budget	<u>28.37%</u>			

St. Vrain Valley School District RE-1J

Nutrition Services Fund (21)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Investment income	\$ 28,000	\$ 15,720	\$ (12,280)	56.14%
3 Charges for service	1,008,000	302,437	(705,563)	30.00%
4 Other food service charges	115,000	377,938	262,938	328.64%
5 State sources	7,330,000	5,524,884	(1,805,116)	75.37%
6 Commodities entitlement	1,625,598	956,055	(669,543)	58.81%
7 Federal sources	9,000,000	6,465,309	(2,534,691)	71.84%
8 Total revenues	<u>19,106,598</u>	<u>13,642,343</u>	<u>(5,464,255)</u>	71.40%
9				
10 Expenditures				
11 Salaries	7,794,291	5,284,223	2,510,068	67.80%
12 Benefits	3,008,368	2,011,658	996,710	66.87%
13 Purchased services	228,100	156,276	71,824	68.51%
14 Supplies and materials	8,625,598	7,194,954	1,430,644	83.41%
15 Capital outlay	100,000	313,367	(213,367)	313.37%
16 Other	385,625	6,810	378,815	1.77%
17 Total expenditures	<u>20,141,982</u>	<u>14,967,288</u>	<u>5,174,694</u>	74.31%
18				
19 Excess (deficiency) of revenues				
20 over (under) expenditures	(1,035,384)	(1,324,945)	(289,561)	
21				
22 Fund balance, beginning	<u>4,208,451</u>	<u>4,208,451</u>	<u>-</u>	
23				
24 Fund balance, ending	<u>\$ 3,173,067</u>	<u>\$ 2,883,506</u>	<u>\$ (289,561)</u>	
25				
26 Expected year-end fund balance as percentage				
27 of annual expenditure budget	<u>15.75%</u>			

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St. Vrain Valley School District RE-1J
Student Activity (Special Revenue) Fund (23)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to March 31

	FY24 July - March Actual	FY25 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 245,319	\$ 200,719	\$ (44,600)	-18.18%
Athletic activities	2,807,233	2,986,411	179,178	6.38%
Athletic support by PTO/Booster	-	51,585	51,585	N/A
Cocurricular pupil activities	3,147,964	3,123,395	(24,569)	-0.78%
Cocurricular support by PTO/Booster	-	53,931	53,931	N/A
PTO/Gift activities	705,003	581,948	(123,055)	-17.45%
Total revenues	<u>6,905,519</u>	<u>6,997,989</u>	<u>92,470</u>	1.34%
Expenditures				
Athletic activities	2,635,486	2,785,372	149,886	5.69%
Cocurricular pupil activities	2,191,421	2,279,758	88,337	4.03%
PTO/Gift activities	685,763	663,879	(21,884)	-3.19%
Total expenditures	<u>5,512,670</u>	<u>5,729,009</u>	<u>216,339</u>	3.92%
Excess (deficiency) of revenues over (under) expenditures	1,392,849	1,268,980	(123,869)	
Other Financing Sources (Uses)				
Transfer - Comm'y Educ (Fund 27)	(33,047)	31,607	64,654	-195.64%
Transfer - Capital Reserve (Fund 43)	<u>(39,527)</u>	<u>(144,737)</u>	<u>(105,210)</u>	-266.17%
Transfers - other funds	<u>(72,574)</u>	<u>(113,130)</u>	<u>(40,556)</u>	55.88%
Net change in fund balance	1,320,275	1,155,850	(164,425)	
Fund balance, beginning	<u>6,441,087</u>	<u>5,974,866</u>	<u>(466,221)</u>	
Fund balance, ending	<u>\$ 7,761,362</u>	<u>\$ 7,130,716</u>	<u>\$ (630,646)</u>	

St. Vrain Valley School District RE-1J

Student Activity (Special Revenue) Fund (23)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 300,000	\$ 245,319	\$ (54,681)	81.77%
Athletic activities	3,500,000	2,807,233	(692,767)	80.21%
Cocurricular pupil activities	4,100,000	3,147,964	(952,036)	76.78%
PTO/Gift activities	1,000,000	705,003	(294,997)	70.50%
Total revenues	8,900,000	6,905,519	(1,994,481)	77.59%
Expenditures				
Athletic activities	3,750,000	2,635,486	1,114,514	70.28%
Cocurricular pupil activities	3,500,000	2,191,421	1,308,579	62.61%
PTO/Gift activities	910,000	685,763	224,237	75.36%
Total expenditures	8,160,000	5,512,670	2,647,330	67.56%
Excess (deficiency) of revenues over (under) expenditures	740,000	1,392,849	652,849	
Other Financing Sources (Uses)				
Transfer - Comm'y Educ (Fund 27)	-	(33,047)	(33,047)	N/A
Transfer - Capital Reserve (Fund 43)	-	(39,527)	(39,527)	N/A
Transfers - other funds	-	(72,574)	(72,574)	N/A
Net change in fund balance	740,000	1,320,275	580,275	
Fund balance, beginning	6,441,087	6,441,087	-	
Fund balance, ending	\$ 7,181,087	\$ 7,761,362	\$ 580,275	
Expected year-end fund balance as percentage of annual expenditure budget	88.00%			

St. Vrain Valley School District RE-1J
Student Activity (Special Revenue) Fund (23)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 309,000	\$ 200,719	\$ (108,281)	64.96%
Athletic activities	3,355,000	3,037,996	(317,004)	90.55%
Cocurricular pupil activities	4,068,000	3,177,326	(890,674)	78.11%
PTO/Gift activities	1,022,000	581,948	(440,052)	56.94%
Total revenues	<u>8,754,000</u>	<u>6,997,989</u>	<u>(1,756,011)</u>	79.94%
Expenditures				
Athletic activities	4,000,000	2,785,372	1,214,628	69.63%
Cocurricular pupil activities	4,400,000	2,279,758	2,120,242	51.81%
PTO/Gift activities	1,200,000	663,879	536,121	55.32%
Total expenditures	<u>9,600,000</u>	<u>5,729,009</u>	<u>3,870,991</u>	59.68%
Excess (deficiency) of revenues over (under) expenditures	(846,000)	1,268,980	2,114,980	
Other Financing Sources (Uses)				
Transfer - Comm'y Educ (Fund 27)	-	31,607	31,607	N/A
Transfer - Capital Reserve (Fund 43)	(89,680)	(144,737)	(55,057)	161.39%
Transfers - other funds	<u>(89,680)</u>	<u>(113,130)</u>	<u>(23,450)</u>	126.15%
Net change in fund balance	(935,680)	1,155,850	2,091,530	
Fund balance, beginning	<u>5,974,866</u>	<u>5,974,866</u>	<u>-</u>	
Fund balance, ending	<u>\$ 5,039,186</u>	<u>\$ 7,130,716</u>	<u>\$ 2,091,530</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>52.49%</u>			

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PROPRIETARY FUNDS

Internal Service Fund

The District's only internal service fund is the *Self Insurance Fund* which accounts for the financial transactions related to the dental and healthcare plans. The fund collects premiums and pays claims for medical and dental plan benefits.

St. Vrain Valley School District RE-1J
Self Insurance Fund (65)
Statement of Fund Net Position (Unaudited)
As of March 31,

	<u>2024</u>	<u>2025</u>
Assets		
Current assets		
Cash and investments	\$ 14,560,445	\$ 13,448,684
Noncurrent assets		
Restricted cash and cash equivalents	<u>4,187,940</u>	<u>4,403,420</u>
Total assets	<u>18,748,385</u>	<u>17,852,104</u>
Liabilities		
Claims payable	<u>2,345,000</u>	<u>3,722,000</u> A
Total liabilities	<u>2,345,000</u>	<u>3,722,000</u>
Net Position		
Restricted for contractual obligations	4,187,940	4,403,420
Unrestricted	<u>12,215,445</u>	<u>9,726,684</u>
Total net position	<u>\$ 16,403,385</u>	<u>\$ 14,130,104</u>

Footnote

- A Claims payable represents the approximate amount incurred but not paid or incurred but not reported as of the prior fiscal year end (6/30) and is adjusted annually.

St. Vrain Valley School District RE-1J

Self Insurance Fund (65)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position

For the period July 1 to March 31

	FY24 July - March Actual	FY25 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 707,282	\$ 648,150	\$ (59,132)	-8.36%
Other local sources	54,976	59,350	4,374	7.96%
Employee benefit premiums	<u>21,156,225</u>	<u>24,397,834</u>	<u>3,241,609</u>	15.32%
Total revenues	<u>21,918,483</u>	<u>25,105,334</u>	<u>3,186,851</u>	14.54%
Expenses				
Salaries	169,406	203,738	34,332	20.27%
Benefits	52,943	64,594	11,651	22.01%
Purchased services	4,279,518	4,582,764	303,246	7.09%
Supplies and materials	-	-	-	N/A
Other	1,034,161	995,227	(38,934)	-3.76%
Claims	<u>17,240,588</u>	<u>21,064,687</u>	<u>3,824,099</u>	22.18%
Total expenses	<u>22,776,616</u>	<u>26,911,010</u>	<u>4,134,394</u>	18.15%
Change in net position	(858,133)	(1,805,676)	(947,543)	110.42%
Fund net position, beginning	<u>17,261,518</u>	<u>15,935,780</u>	<u>(1,325,738)</u>	-7.68%
Fund net position, ending	<u>\$ 16,403,385</u>	<u>\$ 14,130,104</u>	<u>\$ (2,273,281)</u>	-13.86%

St. Vrain Valley School District RE-1J

Self Insurance Fund (65)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position

For the period July 1, 2023 to March 31, 2024

	FY24 Amended Budget	FY24 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 900,000	\$ 707,282	\$ (192,718)	78.59%
Other local sources	120,000	54,976	(65,024)	45.81%
Employee benefit premiums	<u>27,490,000</u>	<u>21,156,225</u>	<u>(6,333,775)</u>	76.96%
Total revenues	<u>28,510,000</u>	<u>21,918,483</u>	<u>(6,591,517)</u>	76.88%
Expenses				
Salaries	233,029	169,406	63,623	72.70%
Benefits	72,215	52,943	19,272	73.31%
Purchased services	5,448,000	4,279,518	1,168,482	78.55%
Supplies and materials	5,400	-	5,400	0.00%
Other	1,380,000	1,034,161	345,839	74.94%
Claims	<u>24,652,000</u>	<u>17,240,588</u>	<u>7,411,412</u>	69.94%
Total expenses	<u>31,790,644</u>	<u>22,776,616</u>	<u>9,014,028</u>	71.65%
Change in fund net position	(3,280,644)	(858,133)	2,422,511	
Fund net position, beginning	<u>17,261,518</u>	<u>17,261,518</u>	<u>-</u>	
Fund net position, ending	<u>\$ 13,980,874</u>	<u>\$ 16,403,385</u>	<u>\$ 2,422,511</u>	
Expected year-end net position as percentage of annual deduction budget	<u>43.98%</u>			

St. Vrain Valley School District RE-1J

Self Insurance Fund (65)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position

For the period July 1, 2024 to March 31, 2025

	FY25 Amended Budget	FY25 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 800,000	\$ 648,150	\$ (151,850)	81.02%
Other local sources	120,000	59,350	(60,650)	49.46%
Employee benefit premiums	29,689,200	24,397,834	(5,291,366)	82.18%
Total revenues	30,609,200	25,105,334	(5,503,866)	82.02%
Expenses				
Salaries	274,106	203,738	70,368	74.33%
Benefits	84,523	64,594	19,929	76.42%
Purchased services	5,883,840	4,582,764	1,301,076	77.89%
Supplies and materials	5,400	-	5,400	0.00%
Other	1,490,400	995,227	495,173	66.78%
Claims	26,115,360	21,064,687	5,050,673	80.66%
Total expenses	33,853,629	26,911,010	6,942,619	79.49%
Change in fund net position	(3,244,429)	(1,805,676)	1,438,753	
Fund net position, beginning	15,935,780	15,935,780	-	
Fund net position, ending	<u>\$ 12,691,351</u>	<u>\$ 14,130,104</u>	<u>\$ 1,438,753</u>	
Expected year-end net position as percentage of annual deduction budget	<u>37.49%</u>			

INVESTMENT REPORT

St. Vrain Valley School District RE-1J
Monthly Investment Report
At March 31, 2025

Fund	Colotrust	UMB	Total	Annualized Percent	Current Month Interest Colotrust	Current Month Interest UMB
General	\$ 150,359,725		\$ 150,359,725	4.40	\$ 546,950	
FUND 10 TOTAL	\$ 150,359,725		\$ 150,359,725		\$ 546,950	-
Risk Management	\$ 4,949,601		\$ 4,949,601	4.40	18,462	
Colorado Preschool	\$ -		\$ -	4.40	-	
Nutrition Service	\$ -		\$ -	4.40	-	
Student Activity Spec Revenue	\$ 5,961,526		\$ 5,961,526	4.40	22,237	
Community School	\$ 5,877,484		\$ 5,877,484	4.40	21,923	
Fair Contributions	\$ 11,598,615		\$ 11,598,615	4.40	43,263	
UMB Bond		\$ 61,899,080	\$ 61,899,080	* 4.35		\$ 187,125
Building 2024	\$ 362,124,591		\$ 362,124,591	4.40	1,359,756	
Building Total	\$ 362,124,591		\$ 362,124,591		\$ 1,359,756	-
Capital Reserve	\$ 6,757,624		\$ 6,757,624	4.40	25,206	
Health Insurance Trust	\$ 4,403,420		\$ 4,403,420	4.40	16,425	
Minimum Liability	\$ 13,113,413		\$ 13,113,413	4.40	49,460	
Self Insurance Total	\$ 17,516,833		\$ 17,516,833		\$ 65,885	-
Total	\$ 565,145,998	\$ 61,899,080	\$ 627,045,079		\$ 2,103,682	\$ 187,125

* Money Market Funds yield



MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: FY25 3rd Quarter Public Gifts to Schools
Strategic Priority – Strong District Finances

PURPOSE

To provide the Board of Education with a list of public gifts given to the St. Vrain Valley School District for the third quarter of the 2024-2025 school year totaling \$268,592.85. The total of all the gifts given to the District for the 2024-2025 school year is \$617,997.15.

BACKGROUND

During the course of the year, the District receives many cash and gift donations for its programs. These gifts are accepted by the principal, the superintendent, or the Board of Education according to Board Policy KCD, Public Gifts to Schools. The attached listing delineates these gifts.

For the 2023-2024 school year, third quarter gifts totaled \$229,708.01.

2024-2025 Public Gifts | Location

QTR 1 - QTR 3

School Name	Abbreviation / Location	Total Donations	Parent Gift Groups	General Gifts
Alpine Elementary	ALP - 141	\$ 275.00	\$ -	\$ 275.00
Altona Middle	ALT - 254	\$ 3,500.00	\$ -	\$ 3,500.00
APEX	APX - 570	\$ -	\$ -	\$ -
Black Rock Elementary	BRE - 146	\$ 24,429.50	\$ 1,870.38	\$ 22,559.12
Blue Mountain Elementary	BME - 147	\$ 37,180.95	\$ 681.54	\$ 36,499.41
Burlington Elementary	BUR - 122	\$ -	\$ -	\$ -
Centennial Elementary	CNT - 148	\$ -	\$ -	\$ -
Central Elementary	CEN - 123	\$ -	\$ -	\$ -
CETC	CDC - 610	\$ 28,126.00	\$ -	\$ 28,126.00
Coal Ridge Middle	CRM - 221	\$ 1,990.32	\$ -	\$ 1,990.32
Columbine Elementary	COL - 124	\$ 550.00	\$ -	\$ 550.00
Eagle Crest Elementary	ECE - 142	\$ 13,168.28	\$ 2,531.76	\$ 10,636.52
Educational Services Center FIN	FIN - 606	\$ -	\$ -	\$ -
Educational Services Center HR	ESC - 605	\$ 4,381.94	\$ 100.00	\$ 4,281.94
Erie Elementary	ERE - 125	\$ 6,400.00	\$ 6,000.00	\$ 400.00
Erie High School	ERH - 311	\$ 8,500.00	\$ -	\$ 8,500.00
Erie Middle	ERM - 251	\$ -	\$ -	\$ -
Fall River Elementary	FRV - 144	\$ -	\$ -	\$ -
Frederick High School	FRH - 318	\$ 7,320.12	\$ 3,644.00	\$ 3,676.12
Grand View Elementary	GVE - 132	\$ 9,300.16	\$ 9,300.16	\$ -
Highlands Elementary	HLD - 145	\$ 11,435.80	\$ 5,581.04	\$ 5,854.76
Hygiene Elementary	HYG - 127	\$ -	\$ -	\$ -
Indian Peaks Elementary	IPE - 138	\$ 1,600.00	\$ 1,200.00	\$ 400.00
Innovation Center	INV - 647	\$ -	\$ -	\$ -
Learning Service Center	DLS- 602	\$ -	\$ -	\$ -
Legacy Elementary	LEG - 139	\$ 3,712.34	\$ 2,982.92	\$ 729.42
Lincoln ESC Athletics	ATH - 623	\$ -	\$ -	\$ -
Lincoln School & Main Street	LIN - 135	\$ 14,328.00	\$ -	\$ 14,328.00
Longmont Estates	LEE - 136	\$ 22,135.00	\$ 2,297.65	\$ 19,837.35
Longmont High School	LHS - 312	\$ 3,145.00	\$ -	\$ 3,145.00
Longs Peak Middle	LPM - 216	\$ -	\$ -	\$ -
Lyons Elementary	LYE - 128	\$ 46,006.56	\$ 17,875.45	\$ 28,131.11
Lyons Middle/Senior	LMS - 513	\$ 45,407.57	\$ 34,364.40	\$ 11,043.17

Main Street School	MSS - 635	\$ -	\$ -	\$ -
Mead Elementary School	MEE - 129	\$ 18,727.32	\$ 18,727.32	\$ -
Mead High School	MEH - 305	\$ 4,550.00	\$ -	\$ 4,550.00
Mead Middle School	MEM - 219	\$ -	\$ -	\$ -
Mountain View Elementary	MVE - 130	\$ 5,940.00	\$ 1,725.00	\$ 4,215.00
Niwot Elementary	NIE - 131	\$ 33,843.55	\$ -	\$ 33,843.55
Niwot High School	NIH - 309	\$ 35,670.97	\$ 5,750.00	\$ 29,920.97
Northridge Elementary	NOR - 133	\$ -	\$ -	\$ -
Olde Columbine High School	OCH - 301	\$ -	\$ -	\$ -
Prairie Ridge Elementary	PRE - 143	\$ 870.00	\$ -	\$ 870.00
P-Teach	PTH - 658	\$ -	\$ -	\$ -
P-Tech	PTC - 664	\$ -	\$ -	\$ -
Red Hawk Elementary	RHE - 149	\$ 42,327.18	\$ 17,103.60	\$ 25,223.58
Rocky Mountain Elementary	RME - 137	\$ -	\$ -	\$ -
Sanborn Elementary	SAN - 140	\$ 20,544.43	\$ 7,545.64	\$ 12,998.79
Silver Creek High School	SCH - 314	\$ 70,590.23	\$ 20,200.72	\$ 50,389.51
Skyline High School	SKY - 310	\$ 9,645.96	\$ -	\$ 9,645.96
Soaring Heights PK-8	SRG - 552	\$ 27,362.92	\$ 27,362.92	\$ -
SPARK! Discovery Preschool	SPK - 126	\$ 2,253.73	\$ 2,253.73	\$ -
Special Education	STE - 614	\$ -	\$ -	\$ -
Student Assistance Services	SAS - 634	\$ -	\$ -	\$ -
Sunset Middle	SUN - 215	\$ 20,640.00	\$ 1,200.00	\$ 19,440.00
Thunder Valley K-8	THV - 526	\$ 17,379.38	\$ 2,569.38	\$ 14,810.00
Timberline PK-8	TMB - 534	\$ 13,100.00	\$ 1,100.00	\$ 12,000.00
Trailridge Middle	TRM - 250	\$ 1,658.94	\$ -	\$ 1,658.94
Westview Middle	WES - 220	\$ -	\$ -	\$ -
TOTAL		\$ 617,997.15	\$ 193,967.61	\$ 424,029.54

Donations by Quarter	FY25	FY24
1st	\$ 176,590.23	\$ 125,391.00
2nd	\$ 172,814.07	\$ 359,692.38
3rd	\$ 268,592.85	\$ 229,708.01
4th	\$ -	\$ 305,230.95
Total Overall Donations:	\$ 617,997.15	\$ 1,020,022.34
Total Parawages:	\$ 191,077.99	\$ 367,659.16
Total PTO Donations:	\$ 193,967.61	\$ 302,364.50

2024-2025 Public Gifts | Quarter 3

Date of Signature	Quarter	Donor	Amount and/or Value	Location Name / Number	Description
3/7/2025	3rd	Aiko Morino	\$ 45.00	LHS - 312	drama club
3/11/2025	3rd	Anna Wing	\$ 5,000.00	SUN - 215	theater program
1/30/2025	3rd	Ashby & Pamela Hollar	\$ 500.00	NIH - 309	orchestra program
2/12/2025	3rd	BCPOS Foundation	\$ 260.15	LEE - 136	reimbursement of 3rd grade transportation costs
1/23/2025	3rd	Bison Brigade PTO	\$ 103.13	GVE - 132	enrichment supplies for library
1/30/2025	3rd	Bison Brigade PTO	\$ 340.07	GVE - 132	enrichment supplies for art classromm
1/30/2025	3rd	Bison Brigade PTO	\$ 43.36	GVE - 132	books for library
1/9/2025	3rd	Bison Brigade PTO	\$ 397.65	GVE - 132	counseling enrichment
1/9/2025	3rd	Bison Brigade PTO	\$ 557.45	GVE - 132	1st grade field trip transportation
2/24/2025	3rd	Bison Brigade PTO	\$ 2,390.30	GVE - 132	<i>Write from the Beginning</i> writing curriculum
2/6/2025	3rd	Bison Brigade PTO	\$ 93.09	GVE - 132	PBIS rewards
2/6/2025	3rd	Bison Brigade PTO	\$ 509.70	GVE - 132	classroom enrichment supplies Scholastic News
2/6/2025	3rd	Bison Brigade PTO	\$ 374.17	GVE - 132	field trip transportation
2/13/2025	3rd	Bison Brigade PTO	\$ 207.48	GVE - 132	classroom enrichment supplies
2/13/2025	3rd	Bison Brigade PTO	\$ 703.46	GVE - 132	kindergarten classroom enrichment supplies
2/27/2025	3rd	Bison Brigade PTO	\$ 457.88	GVE - 132	classroom enrichment supplies
2/27/225	3rd	Bison Brigade PTO	\$ 24.88	GVE - 132	music classroom supplies
2/26/2025	3rd	Black Rock PTO	\$ 17,752.86	BRE - 146	Quarter 2 PTO funded Paraprofessional salaries
1/22/2025	3rd	Blue Mountain Elementary PTO	\$ 17,263.09	BME - 147	FY25 Q2 paraprofessional salaries
3/29/2025	3rd	Boucher Family Farm	\$ 150.00	SAN - 140	eggs for Kinder chick hatching
1/14/2025	3rd	Brandi Schott	\$ 25.00	NIH - 309	band program
2/28/2025	3rd	Brase Family	\$ 100.00	ECE - 142	kindergarten educational materials
1/14/2025	3rd	Cathy Harmes	\$ 30.00	NIH - 309	orchestra program
2/10/2025	3rd	Chick-fil-a	\$ 230.85	SAN - 140	reward for SOAR award recipients
1/14/2025	3rd	Chris Rebich	\$ 50.00	NIH - 309	orchestra program
3/11/2025	3rd	David Street	\$ 134.76	SCH - 314	robotics department
1/21/2025	3rd	Denver Region Toyota Dealers Advertising Group	\$ 10,000.00	NIH - 309	baseball program
2/25/2025	3rd	Don & Sharon Edwards	\$ 150.00	NIH - 309	music fine arts program
1/7/2025	3rd	Dr. Kendall Read & Mr. Timothy Dinnen	\$ 300.00	SCH - 314	flying club
3/12/2025	3rd	DRF Real Estate LLC	\$ 300.00	SCH - 314	Raptor Tech program
1/14/2025	3rd	Eagle Crest PTO	\$ 5,514.57	ECE - 142	PTAC charges Q2 for the 24-25 fiscal year
1/9/2025	3rd	Eagle Crest PTO	\$ 187.81	ECE - 142	supplies for all school art enrichment
2/7/2025	3rd	Eagle Crest PTO	\$ 456.70	ECE - 142	bus charges to Denver Capitol Building
3/6/2025	3rd	Eagle Crest PTO	\$ 395.59	ECE - 142	bus charges for 2nd grade field trip to the Arvada Center
3/6/2025	3rd	Eagle Crest PTO	\$ 505.82	ECE - 142	bus charges for 5th grade field trip to Planetarium
3/28/2025	3rd	Eagle Crest PTO	\$ 985.84	ECE - 142	bus for 5th grade field trip to Ameritowne
1/10/2025	3rd	EB3 Ventures LLC	\$ 1,000.00	LMS - 513	choir / drama & jazz band

2/6/2025	3rd	Eleanor Alexandra	\$ 2,500.00	CDC - 610	vehicle to be used in Automotive program for students to learn with & fix
2/6/2025	3rd	Erie Elementary PTCO	\$ 6,000.00	ERE - 125	buses for student field trips for the 24-25 school year
1/14/2025	3rd	Erie Social Club	\$ 300.00	ERE - 125	book fair supplies & books
3/28/2025	3rd	Flatirons Community Church	\$ 500.00	MEH - 305	FCA
11/15/2024	3rd	HCA Healthcare Employer Match	\$ 100.00	BRE - 146	school general support
3/15/2025	3rd	Highlands PTO	\$ 500.00	HLD - 145	STEM materials
3/15/2025	3rd	Highlands PTO	\$ 1,913.50	HLD - 145	Paraprofessional pay
2/24/2025	3rd	Highlands PTO	\$ 4,581.04	HLD - 145	bus transportation
2/24/2025	3rd	Highlands PTO	\$ 2,027.76	HLD - 145	Paraprofessional pay
2/6/2025	3rd	Ian Grooms	\$ 50.00	NIH - 309	girls swim program
1/14/2025	3rd	Ingrid Romero	\$ 100.00	ERE - 125	classroom supplies
3/14/2025	3rd	Jason French	\$ 4,000.00	CDC - 610	vehicle to be used in Automotive program for students to learn with & fix
3/3/2025	3rd	Jennifer Stokes	\$ 200.00	NIH - 309	track & field program
2/6/2025	3rd	Julie Prestopnik	\$ 50.00	NIH - 309	girls swim program
1/22/2025	3rd	Karen McNamee	\$ 20.00	NIH - 309	orchestra program
1/14/2025	3rd	Karen Overby	\$ 200.00	NIH - 309	orchestra program
2/6/2025	3rd	Kareny Hostelley	\$ 50.00	NIH - 309	girls swim program
3/5/2025	3rd	Kathryn Holden	\$ 5,000.00	SCH - 314	theater program
3/24/2025	3rd	Kathryn Michael	\$ 150.00	NIH - 309	band program
2/13/2025	3rd	Katy & Michael Love	\$ 41.97	NIH - 309	drama department
1/14/2025	3rd	Kelly Walker	\$ 15.00	NIH - 309	band program
1/14/2025	3rd	Kerry Foutz	\$ 30.00	NIH - 309	band program
3/10/2025	3rd	Kiersten Bradley	\$ 250.00	COL - 124	kindergarten
2/6/2025	3rd	Kim Blair	\$ 50.00	NIH - 309	girls swim program
1/14/2025	3rd	Kyle Barrios	\$ 25.00	NIH - 309	band program
2/20/2025	3rd	Laura Brooks	\$ 50.00	NIH - 309	band program
3/4/2025	3rd	Laura Brooks	\$ 50.00	NIH - 309	drama program
1/28/2025	3rd	Linda Lattanzi	\$ 300.00	NIH - 309	digital camera & tripod
2/20/2025	3rd	Longmont Dairy	\$ 122.15	SAN - 140	student support
2/4/2025	3rd	Longmont Estates PTO	\$ 6,874.84	LEE - 136	Q2 paraprofessional pay
1/22/2025	3rd	Longmont High School Reunions Inc	\$ 2,500.00	LHS - 312	athletic department
3/3/2025	3rd	Longmont Twin Peaks Rotary Club	\$ 700.00	NIH - 309	girls golf program
2/17/2025	3rd	Longs Peak United Methodist Church	\$ 150.00	MVE - 130	student & staff use
1/20/2025	3rd	Lyons Elementary PTO	\$ 2,626.69	LYE - 128	classroom supplies
1/10/2025	3rd	Lyons Elementary PTO	\$ 15,317.80	LYE - 128	classroom & school supplies
2/21/2025	3rd	Lyons Elementary PTO	\$ 3,942.10	LYE - 128	Para support
3/5/2025	3rd	Lyons Elementary PTO	\$ 2,719.23	LYE - 128	classroom supplies
2/7/2025	3rd	Lyons Elementary PTO	\$ 911.77	LYE - 128	school support

1/10/2025	3rd	Lyons Lions Booster Club	\$ 8,543.17	LMS - 513	PE, athletics, yearbook
3/6/2025	3rd	Lyons Lions Booster Club	\$ 3,197.53	LMS - 513	school programs
1/15/2025	3rd	Mead Elementary PAC	\$ 338.73	MEE - 129	classroom supplies to help with additional educational opportunities
1/14/2025	3rd	Megan Rebich	\$ 150.00	NIH - 309	orchestra program
3/28/2025	3rd	Melissa & Roger Chivukula	\$ 3,000.00	ERH - 311	lacrosse
3/4/2025	3rd	Melissa Mabe & Roger Chivukula	\$ 2,500.00	ERH - 311	boys lacrosse team
1/16/2025	3rd	Metro Fence Company Inc	\$ 250.00	NIH - 309	softball program
3/14/2025	3rd	Michael Vincent	\$ 5,000.00	SCH - 314	theater program
2/19/2025	3rd	Moe's Broadway Bagel	\$ 100.00	SKY - 310	support for robotics tournament
2/28/2025	3rd	Mr. & Mrs. Troy Rhoadarmer	\$ 10,000.00	TMB - 534	library donation
1/21/2025	3rd	Niwot Baseball Inc	\$ 6,000.00	NIH - 309	baseball program
3/27/2025	3rd	North Rim Management Inc	\$ 806.12	FRH - 318	student scholarship dinner
1/17/2025	3rd	OtterCares Foundation	\$ 275.00	ALP - 141	headphones & stickers for classroom
1/31/2025	3rd	OtterCares Foundation	\$ 8,810.00	THV - 526	materials for Little Bits STEM kits
3/4/2025	3rd	OtterCares Foundation	\$ 275.00	THV - 526	Shelby Lewis' 8th grade classroom supplies
2/24/2025	3rd	PAC of Sunset Middle School	\$ 1,200.00	SUN - 215	bus transportation for field trip
1/14/2025	3rd	Parent Association for Sanborn Students	\$ 2,223.18	SAN - 140	24-25 Q1 Recess Para
1/14/2025	3rd	Parent Association for Sanborn Students	\$ 1,615.85	SAN - 140	Gala basket, 4th grade t-shirt, 5th grade hygiene products, Square Skate State, 4th grade field trip transportation
3/15/2025	3rd	Parent Association for Sanborn Students	\$ 1,345.54	SAN - 140	student incentives, startup materials for Merch Co club, choir field trip
2/26/2025	3rd	Parent Association for Sanborn Students	\$ 4,993.15	SAN - 140	24-25 Q1 Recess Para
1/15/2025	3rd	PTAC	\$ 21,995.13	NIE - 131	Q2 para reimbursement
1/14/2025	3rd	Rebecca Sharpton	\$ 50.00	NIH - 309	orchestra program
1/10/2025	3rd	Red Hawk Elementary PTO	\$ 8,354.11	RHE - 149	Q2 paraprofessional
1/16/2025	3rd	Rocky Mountain Access Control Inc	\$ 250.00	NIH - 309	softball program
1/16/2025	3rd	Roger & Victoria Bond	\$ 500.00	NIH - 309	vocal music program
1/15/2025	3rd	Roger & Victoria Bond	\$ 500.00	NIH - 309	track & field program
1/22/2025	3rd	Roger Bond MD & Victoria Hermes-Bond	\$ 500.00	LEE - 136	library donation
1/7/2025	3rd	Roger Bond MD & Victoria Hermes-Bond	\$ 1,000.00	SUN - 215	orchestra program
11/15/2024	3rd	Ryan Companies	\$ 257.50	BRE - 146	24-25 Paraprofessional salaries
1/14/2025	3rd	Ryan Kiefer	\$ 30.00	NIH - 309	band program
1/14/2025	3rd	Samantha Carter	\$ 150.00	NIH - 309	art program
3/5/2025	3rd	Scott Pratt	\$ 2,000.00	SKY - 310	soccer team

1/16/2025	3rd	Sharon Hlavacek	\$ 30.00	NIH - 309	Niwot HS
3/5/2025	3rd	Silver Creek Education Foundation	\$ 5,003.24	SCH - 314	robotics program & Library Projection Screen replacement
1/27/2025	3rd	Silver Creek Organization of Performing Arts	\$ 1,853.10	SCH - 314	ThesCon expenses
3/14/2025	3rd	Skyline Longmont Kiwanis Foundation	\$ 4,000.00	SCH - 314	Future Business Leaders of America
2/12/2025	3rd	Soaring Heights PTO	\$ 17,582.76	SRG - 552	poster maker, iReady licenses, girls basketball, EASY CBM grant, Campus Supervisor grant, Poulson / Nesbitt / Gasser classroom grants
2/11/2025	3rd	SPARK! Discovery Preschool PTO	\$ 689.85	SPK - 126	library shelving
2/21/2025	3rd	SPARK! Discovery Preschool PTO	\$ 136.38	SPK - 126	items for substitute teacher gift bags
2/19/2025	3rd	Starbucks	\$ 100.00	SKY - 310	support for Robotics tournament
1/14/2025	3rd	Stephanie Gilbert	\$ 25.00	NIH - 309	orchestra program
3/3/2025	3rd	Stephanie Jackman	\$ 150.00	NIH - 309	track & field program
1/14/2025	3rd	Stephanie Ross	\$ 500.00	NIH - 309	orchestra program
1/16/2025	3rd	Stephanie Snyder	\$ 720.00	NIH - 309	football program
3/28/2025	3rd	Steve & Barbara Riner	\$ 100.00	MEH - 305	FCA
1/16/2025	3rd	Steve Mazurana	\$ 100.00	NIH - 309	cross country program
1/14/2025	3rd	Storey Blackwell	\$ 30.00	NIH - 309	choir program
2/6/2025	3rd	Suzan Green	\$ 50.00	NIH - 309	girls swim program
1/30/2025	3rd	Syntya Juarez	\$ 3,778.00	CDC - 610	vehicle to be used in Automotive program for students to learn with & fix
1/14/2025	3rd	Tim Piowaty	\$ 25.00	NIH - 309	band program
3/11/2025	3rd	Trian LLC	\$ 500.00	SCH - 314	Future Business Leaders of America
2/7/2025	3rd	United Power	\$ 250.00	FRH - 318	Wish Week sponsorship
1/16/2025	3rd	Valor Landscape Inc	\$ 1,000.00	NIH - 309	softball program
1/8/2025	3rd	Violet McHugh	\$ 100.00	SUN - 215	orchestra program
2/6/2025	3rd	W.C. Jordan	\$ 100.00	NIH - 309	girls swim program
3/14/2025	3rd	William Nelson	\$ 3,100.00	CDC - 610	vehicle to be used in Automotive program for students to learn with & fix
TOTAL			\$ 268,592.85		

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading and Adoption of Board Exhibit JQ-E – Schedule of Student Fees (2025-2026)
Strategic Priority - Portfolio of 21st-Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

Adoption of Resolution for Student Fees - Board Exhibit JQ-E – Schedule of Student Fees (2025-2026).

BACKGROUND

Recommendations for fees to be charged for various courses provided within the District are suggested by building administrators and curriculum leaders annually. These fees are to be used for consumable products necessary for the success of the students enrolled in those particular courses. Fine Arts Clubs and Production fees reflect a standardization of varied practice across the district. Increases in Food Science fees reflect higher costs in food materials. Stage Technology courses will now be reflected within the district Visual Art & Theatre Courses.

Dr. Diane Lauer, Chief Academic Officer, will be available for questions.

**RESOLUTION
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
ADOPTING STUDENT FEES SCHEDULE**

WHEREAS, the Board of Education ("Board") of the St. Vrain Valley School District RE-1J ("District") is interested in adopting a student fees schedule; and

WHEREAS, pursuant to § 22-32-117, C.R.S, the Board is authorized to adopt a student fee schedule which clearly specifies which fees are voluntary or mandatory.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF ST. VRAIN VALLEY SCHOOL DISTRICT THAT:

The attached policy, JQ-E – Schedule of Student Fees, is hereby adopted for the school year 2025-2026.

ADOPTED AND APPROVED April 23, 2025.

**BOARD OF EDUCATION
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**

Karen Ragland, Board President

ATTEST:

Jim Berthold, Vice President

Schedule of Student Fees

(2024-2025) (2025-2026)

Participation in courses, activities and acquisition of miscellaneous items may either be required or elective depending on individual student choice and academic pathway towards graduation. Fees related to courses, activities and miscellaneous items are required when a student's choice is elective or there are no additional options available for completion of a graduation requirement.

ELEMENTARY LEVEL

Students may be requested to bring specific, necessary supplies for their own use in the classroom. A district-wide common supply list will be provided to the parent. Schools may not require students to bring supplies to the class to be "pooled" or for shared use by the other students. Donations voluntarily shared will be considered optional.

Course/Activities/Miscellaneous Fees	Cost	Description
Materials Fees	\$10	School-specific, hard-to-find expendable items and non-standard classroom materials
ACTIVITIES Fine Arts Clubs and Productions 100 Mile Club	Not to exceed \$35 \$25	Extra-curricular Participation ~~Incentive package for optional participation~~
Replacement Bus Pass	\$5	Funds the replacement of a lost bus pass
1:1 Technology Loss and Damage Coverage	\$25 Individual Full Year \$12.50 Individual Half Year	Full Year – Optional insurance fee Semester – Optional insurance fee

MIDDLE SCHOOL LEVEL

Students may be requested to bring specific, necessary supplies for their own use in the classroom. A district-wide common supply list will be provided to the parent. Schools may not require students to bring supplies to the class to be "pooled" or for shared use by the other students. Donations voluntarily shared will be considered optional.

Course/Activities/Miscellaneous Fees	Cost	Description
<u>COURSES</u>		
Art Courses	\$15	Supplies and Materials
Family and Consumer Science Courses	\$20	Supplies and Materials
Performing Arts	\$20	Supplies, Materials and Parts Replacement
Physical Education Courses	\$15	Uniform
Science Courses	\$10	Materials and Lab Fees (Consumable Experiment Items)
Technology Courses	\$15	Supplies and Materials
World Language Courses	\$12	Workbooks
<u>ACTIVITIES</u>		
Athletics Fine Arts Clubs and Productions	Not to exceed \$55	Per sport – Intramurals Extra-curricular Participation
<u>MISCELLANEOUS</u>		
1:1 Technology Loss and Damage Coverage	\$25 Individual Full Year \$12.50 Individual Half Year	Full Year – Optional insurance fee Semester – Optional insurance fee
Photo ID Replacement	Not to Exceed \$4	Lost/Stolen Replacement (Original no cost)
Planners	\$7	Assignment Notebooks
Replacement Bus Pass	\$5	Funds the replacement of a lost bus pass
Instrument Rental Fee	\$50 per semester	Ongoing cleaning, maintenance and repair

HIGH SCHOOL LEVEL

Schools may not require students to bring supplies to class to be “pooled” or for shared use by other students. Donations voluntarily shared will be considered optional.

Advanced Placement (AP), International Baccalaureate (IB), STEM and other focus program courses may incur additional costs that will vary.

Testing-Related Costs for activities such as AP, SAT, ACT, PSAT, etc., may incur costs for materials and administration. Actual costs will vary.

Course/Activities/Miscellaneous Fees	Cost	Description
<u>COURSES</u>		
Visual Art & Theatre Courses	Not to Exceed \$30	Supplies and Materials
Career and Technical Education Courses (Site-Based) Includes - Family and Consumer Science Courses and Business Courses	Not to Exceed \$20	Supplies, Materials and Workbooks
~~Stage Technology~~	~~Not to Exceed \$30~~	~~Supplies and Materials~~
Marching Band	Not to Exceed \$50	Entry Fees, Transportation and Color Guard Costs
Music Courses	Not to Exceed \$20	Supplies, Materials, Workbooks and Uniform Rentals
Physical Education Courses	Not to Exceed \$10	Supplies, Materials, PE Lock and CPR/First Aid Cards
Lifeguard Certification	\$85	Certification Fee
Science Courses	Not to Exceed \$10	Supplies, Materials and Workbooks
Technology Courses Includes - Computer Science	Not to Exceed \$10	Supplies and Materials
World Language Courses	Not to Exceed \$30	Supplies, Materials and Workbooks
<u>ACTIVITIES</u>		
Football	\$200	1 st and 2 nd sport – Participation 3 rd sport – Participation
All Other Athletics	\$150	
	\$120	
	Exception: \$600 Family Maximum	
Cheerleading	Not to Exceed \$30	Participation
Forensics	Not to Exceed \$120	Participation
<u>MISCELLANEOUS</u>		
1:1 Technology Loss and Damage Coverage	\$25 Individual Full Year \$12.50 Individual Half Year	Full year – Optional insurance fee Semester – Optional insurance fee
Parking Pass	Not to Exceed \$5 Annually	Decals and Administrative Costs

Photo ID Replacement	Not to Exceed \$4	Lost/Stolen Replacement (Original no cost)
Replacement Bus Pass	\$5	Funds the replacement of a lost bus pass
Instrument Rental Fee	\$50 per semester	Ongoing cleaning, maintenance and repair

Career Elevation and Technology Center

Course/Activities/Miscellaneous Fees	Cost	Description
Automotive Technology	\$40	Uniform, Supplies and Materials
Culinary Arts (ProStart) First Year Second Year Third Year	~~\$50~~ -\$20 ~~\$70~~ -\$20 ~~\$35~~ -\$20	Student Kit Student Kit Student Kit ~~(If equipment from first year already purchased—if not, total cost from year 1 and 2 also needed)~~
Health Science	Not to exceed \$20	Supplies and Materials, CPR Certification
Agricultural Sciences	Not to exceed \$20	Supplies and Materials
Welding	\$20	Supplies and Materials
Manufacturing Technology	Not to exceed \$15	Supplies and Materials

The Board may approve fees recommended by the superintendent as tuition for programs offered during that period of the calendar year not embraced within the regular school year.

Adopted: March 12, 2003
Revised: December 10, 2003
Revised: January 14, 2004
Revised: December 8, 2004
Revised: January 26, 2005
Revised: December 14, 2005
Revised: December 13, 2006
Revised: January 23, 2008
Revised: February 11, 2009
Revised: September 9, 2009
Revised: February 10, 2010
Revised: March 9, 2011
Revised: May 9, 2012
Revised: April 10, 2013
Revised: December 11, 2013

Revised: May 14, 2014
Revised: April 1, 2015
Revised: June 24, 2015
Revised: September 14, 2016
Revised: November 8, 2017
Revised: August 8, 2018
Revised: June 26, 2019
Revised: June 10, 2020
Revised: May 12, 2021
Revised: April 27, 2022
Revised: March 8, 2023
Revised: March 13, 2024
Revised:

St. Vrain Valley School District RE-1J, Longmont, Colorado

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Principal at Red Hawk Elementary School
Strategic Priority - Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Kari Hvidevold as the Principal of Red Hawk Elementary School, effective July 1, 2025.

BACKGROUND

Ms. Hvidevold's academic background includes two Master of Arts degrees: one in Educational Leadership from Regis University and another in Curriculum and Instruction in Reading from Grand Canyon University. She also holds a Bachelor of Science in Elementary Education from Montana State University.

For the past two years, Ms. Hvidevold has served as an Assistant Principal at Thunder Vista P-8 in Broomfield, CO. Prior to that, her experience includes roles as a Dean of Students, Instructional Coach, Elementary Teacher, and Literacy Specialist.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for Blue Mountain Elementary School Parking Lot Replacement Project
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with National Pavement Partners, Inc., for a maximum amount of \$250,000 and an initial contract award of \$230,614 for the Blue Mountain Elementary School Parking Lot Replacement. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The Blue Mountain Elementary School parking lot has depreciated and needs several areas to be removed and replaced. This will address failing asphalt, cracks and pot holes. The project will also resurface the asphalt play pad.

National Pavement Partners was selected for this project through the proposal process. (See attached bid tabulation RFP-2025-026.)

The budget for this project has been established at \$250,000. Funding for the project is available from 2024 Bond funds. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

Recommended Award	Possible Points	A-1 Chipseal Company	Caraveo Construction	Coatings Inc.	EverLine Coatings and Services	National Pavement Partners
Evaluated Scores						
Service Personnel & Support						
Score	100	83	80	83	68	100
Proposed Labor Rates for Service/Allowable Contract Charges						
Score	100	77	73	92	63	100
Warranty/Guarantee For Services Proposed						
Score	150	150	150	142	58	150
Response Time for Service Requests						
Score	100	70	73	92	55	100
References/Similar Project Success/Past Project History						
Score	250	250	202	210	177	238
Pricing						
Score	250	230	247	128	125	201
Completeness of the submittal						
Score	50	50	37	50	33	50
TOTAL EVALUATED SCORE	1000	910	862	796	580	940
Ranking		2	3	4	5	1
Initial Award Term - (2/14/25 - 2/13/26)						
1st Renewal Option - (2/14/26 - 2/13/27)						
2nd Renewal Option - (2/14/27 - 2/13/28)						
3rd Renewal Option - (2/14/28 - 2/13/29)						
4th & Final Renewal Option - 2/14/29 - 2/13/30)						

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for Fall River Elementary School Parking Lot Replacement Project
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

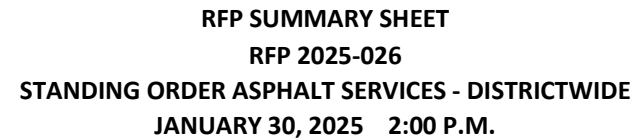
That the Board of Education approve the execution of a formal agreement with National Pavement Partners, Inc., for a maximum amount of \$350,000 and an initial contract award of \$329,445 for the Fall River Elementary School Parking Lot Replacement Project. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The Fall River Elementary School parking lot has depreciated and needs several areas to be removed and replaced. This will address failing asphalt, cracks and pot holes.

National Pavement Partners was selected for this project through the proposal process. (See attached bid tabulation RFP-2025-026.)

The budget for this project has been established at \$350,000. Funding for the project is available from 2024 Bond funds. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.



Recommended Award	Possible Points	A-1 Chipseal Company	Caraveo Construction	Coatings Inc.	EverLine Coatings and Services	National Pavement Partners
Evaluated Scores						
Service Personnel & Support						
Score	100	83	80	83	68	100
Proposed Labor Rates for Service/Allowable Contract Charges						
Score	100	77	73	92	63	100
Warranty/Guarantee For Services Proposed						
Score	150	150	150	142	58	150
Response Time for Service Requests						
Score	100	70	73	92	55	100
References/Similar Project Success/Past Project History						
Score	250	250	202	210	177	238
Pricing						
Score	250	230	247	128	125	201
Completeness of the submittal						
Score	50	50	37	50	33	50
TOTAL EVALUATED SCORE	1000	910	862	796	580	940
Ranking		2	3	4	5	1
Initial Award Term - (2/14/25 - 2/13/26)						
1st Renewal Option - (2/14/26 - 2/13/27)						
2nd Renewal Option - (2/14/27 - 2/13/28)						
3rd Renewal Option - (2/14/28 - 2/13/29)						
4th & Final Renewal Option - 2/14/29 - 2/13/30)						

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for the Tile Roof Replacement Project at Centennial Elementary School
Strategic Priority – Districtwide Safety and Security

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with Douglass Colony Group for a maximum amount of \$400,000 and an initial contract award of \$306,645 for the Tile Roof Replacement Project at Centennial Elementary School. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The replacement of existing ceramic tile roof sections with standing metal seam roof sections.

Douglass Colony Group was selected for this project through the RFP process. (See attached RFP Summary Sheet RFP-2025-032).

The budget for this project has been established at \$400,000. Funding for the project is available from 2024 Bond funds. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.



RFP SUMMARY SHEET
RFP 2025-032
TILE ROOF REPLACEMENT - CENTENNIAL ELEMENTARY
MARCH 24, 2025 2:00 P.M.

Recommend for award	Academy Roofing Inc.	Advanced Roofing Technologies	B & M Roofing of Colorado Inc.	Colorado Moisture Control	Douglass Colony Group	Tiley Roofing
RFP Response Form with Signature - Exhibit 1	YES	YES	YES	YES	YES	NO
Statement of Insurance - Exhibit 2	YES	YES	YES	YES	YES	YES
Bid Bond (if applicable)	YES	YES	YES	YES	YES	YES
Non-Collusion Affidavit	YES	YES	NO	YES	YES	YES
Immigrant Worker Regulation	YES	YES	NO	YES	YES	YES
Addendum #1	YES	YES	YES	YES	YES	YES
Bid Proposal Form	YES	YES	YES	YES	YES	YES
Evaluated Scores						
Company Overview and Location						
Score	92	100	100	100	100	100
Company Qualifications, Experience and Project Understanding						
Score	175	175	175	175	175	175
Staff Qualifications and Team Experience						
Score	175	167	167	175	175	0
Project Availability and Schedule Project Timeline						
Score	200	0	200	192	200	167
References						
Score	50	47	42	50	50	38
Warranty Guarantee						
Score	42	50	0	50	42	50
Completeness of Submittal						
Score	50	50	42	50	50	43
Pricing						
Score	117	140	85	92	200	104
TOTAL EVALUATED SCORE	901	729	811	884	992	677

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for Fiber Construction and Installation for the New Mead PK-8 Project
Strategic Priority – Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with Unite Private Networks for a maximum amount of \$136,698 and an initial contract award of \$136,698 for fiber construction and installation for the New Mead PK-8 Project. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The New Mead PK-8 Project requires a new fiber loop to be run for the purposes of providing high speed internet to the building, as part of SVVSD's specifications.

Unite Private Networks is the sole supplier of fiber internet infrastructure to this site.

The budget for this project has been established at \$140,000. Funding for the project is available from 2024 Bond funds. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Sidewalk and Public Access Easement Agreement with the Town of Mead for the New Mead PK-8 Project
Strategic Priority – Rigorous, Well-Aligned Standards, Curriculum, Instruction and Assessment

RECOMMENDATION

That the Board of Education approve the Sidewalk and Public Access Easement Agreement for the New Mead PK-8 Project with the Town of Mead. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents in accordance with Board of Education Policy.

BACKGROUND

The Sidewalk and Public Access Easement Agreement is necessary to establish public access to the 8' sidewalk along the North side of Mead High School road.

This item is being brought forth to comply with Board policy FEG stating any easements must have Board approval.

After recording, return to:

Town of Mead
Attn: Town Clerk
441 Third Street
P.O. Box 626
Mead, CO 80542

SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT

This **SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT** ("Agreement") is entered into by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a Colorado public school district and political subdivision of the State of Colorado, whose address is 395 South Pratt Parkway, Longmont, CO 80501 (the "Grantor"), and the **TOWN OF MEAD**, a statutory town of the State of Colorado, whose legal address is 441 Third Street, Mead, CO 80542 (the "Grantee"). Each party to this Agreement may be referred to individually as "Party," and collectively as "Parties." This Agreement shall be effective on the Effective Date (as defined below).

RECITALS:

- A. Grantor owns certain real property located within the incorporated boundaries of the Town of Mead legally described as LOT 1, HIGH SCHOOL NO. 7 (the "Subject Property").
- B. Grantor intends to construct certain sidewalk improvements and related appurtenances on a portion of the Subject Property adjacent to Mead High School Road (the "Pedestrian Improvements"); and
- C. The Pedestrian Improvements will be located within that certain parcel of real property as more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference (the "Easement Parcel"); and
- D. Grantor desires to grant and convey, and Grantee desires to accept from Grantor, a perpetual non-exclusive easement over the Easement Parcel for pedestrian access and passage by the general public to and over the Pedestrian Improvements; and
- E. The Parties desire to establish maintenance responsibilities with respect to the Easement and Easement Parcel in this Agreement.

NOW, THEREFORE, for and in that certain valuable consideration set forth below, the receipt of which is acknowledged by Grantor, and the other mutual covenants hereinafter set forth, Grantor and Grantee hereby specifically agree as follows:

1. Grant of Easement and Consideration. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and permitted assigns (if any), the Easement for pedestrian access and passage by the general public over and across the Easement Parcel.
2. Installation of Pedestrian Improvements. The Grantor shall be responsible for the installation of the Pedestrian Improvements within the Easement Parcel at Grantor's sole cost and expense. The Pedestrian Improvements shall be installed in accordance with the Grantor's then-current engineering standards, and in accordance with engineered construction drawings reviewed and approved by Grantee. The Grantor agrees to maintain the Easement Parcel and the Pedestrian Improvements thereon, in a good and safe condition in accordance with all applicable laws and regulations, including, but not limited to all applicable requirements of the *Mead Municipal Code*.
3. Prohibited Obstructions. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping or design feature or object on any part of the Easement Parcel, except with the prior written consent of the Grantee. Any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or shrub, tree, woody plant, nursery stock, garden or other landscaping or design feature or object of any kind situated on the Easement Parcel as of the date of this Agreement or subsequently placed thereon may, except where the Grantee has consented to the placement of such obstruction(s) in writing, may be removed by the Grantee without liability to Grantor for damages arising from such removal.
4. Warranty of Title. The Grantor represents and warrants that the Grantor has full right and lawful authority to make the grant contained in this Agreement. The Grantor shall defend the Grantee in the exercise of the Grantee's rights under this Agreement against any defect in the Grantor's title to the Subject Property or the Grantor's right to make the grant contained in this Agreement.
5. Grantor's Retained Interests. The Grantor has retained the right to the undisturbed use and occupancy of the Easement Parcel insofar as such use and occupancy is consistent with and does not impair any grant contained in this Agreement.
6. Notices. The Parties shall contact the individual(s) listed below, or other persons that may be designated by the Parties in writing from time to time, for all matters related to the administration of this Agreement. All notices, requests, demands, information and other communications required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been given and effective: (a) when delivered personally to the other Party, or (b) seven (7) days after posting in the United States mail, first-class postage prepaid, properly addressed as follows:

If to Grantor:

St. Vrain Valley School District
395 S. Pratt Parkway
Longmont, CO 80501

If to Grantee:

Town of Mead
Attn: Town Manager
441 Third Street
Mead, CO 80542

with a copy to:

Michow Guckenberger McAskin LLP
Attn: Mead Town Attorney
5299 DTC Blvd., Suite 300
Greenwood Village, CO 80111

7. General Provisions.

- (a) Successors and Assigns. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, and assigns of the Grantor and the Grantee. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Easement Parcel and are to run with the land until this Agreement is terminated.
- (b) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.
- (c) Venue and Governing Law. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of Weld County, Colorado. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to its conflict of laws principles.
- (d) No Waiver. The failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the Agreement's provisions, and, notwithstanding such failure, no Party shall be thereby released from any obligations under this Agreement.

- (e) Headings. The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the contents thereof, and shall not be considered part of this Agreement or affects its interpretation.
- (f) No Attorneys' Fees and Costs. Except as otherwise specifically provided in this Agreement, if there is any litigation, mediation, arbitration or other dispute resolution proceedings arising out of or related to this Agreement, each Party shall pay for its own attorneys' and other professionals' fees, costs and expenses.
- (g) Construction. This Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties.
- (h) Counterparts and Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- (i) Governmental Immunity Act. Both Parties understand and agree that each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as it may be amended from time to time.
- (j) Effective Date. This Agreement shall be effective on the date it is signed by both Parties ("Effective Date").
- (k) Recording. This Agreement shall be recorded in the real property records of the Office of the Clerk and Recorder of Weld County, with the costs of such recordation to be paid by Grantee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed as of this date(s) set forth below.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW.

[Grantor signature page to Sidewalk and Public Access Easement Agreement].

GRANTOR:

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a public school district and political subdivision of the State of Colorado.

By: _____

Name: _____

Title: _____

STATE OF COLOARDO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ as _____ of St. Vrain Valley School District RE-1J, a public school district and political subdivision of the State of Colorado.

Witness my hand and official seal.

My notarial commission expires:

Notary Public

[SEAL]

[Grantee signature page to Sidewalk and Public Access Easement Agreement].

GRANTEE:

TOWN OF MEAD, COLORADO, a statutory town
of the State of Colorado

By: _____

Name: _____

Title: _____

ATTEST:

Mary E. Strutt, MMC, Town Clerk

EXHIBIT A

(legal description of Easement Parcel)
[attached, two (2) pages]

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF LOT 1, HIGH SCHOOL NO. 7 AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON AUGUST 16, 2007, AT RECEPTION NO. 3497378, LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34 TO BEAR SOUTH 89°07'10" WEST, BETWEEN A FOUND 2 1/2" ALUMINUM CAP "POWER ELEVATION CO INC C 1/4 PLS# 7735 2000" AT THE CENTER 1/4 CORNER OF SECTION 34 AND A FOUND 3 1/4" ALUMINUM CAP IN RANGE BOX, "JF SATO & ASSOCIATES 1/4 T3N S33 S34 R68W 2015 PLS 34591" AT THE WEST 1/4 CORNER OF SECTION 24, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID CENTER 1/4 CORNER;
THENCE NORTH 49°04'39" WEST, A DISTANCE OF 60.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING;
THENCE ALONG THE SOUTH LINE OF SAID LOT 1, SOUTH 89°07'10" WEST, A DISTANCE OF 1740.04 FEET;
THENCE DEPARTING SAID SOUTH LINE, NORTH 00°52'50" WEST, A DISTANCE OF 6.00 FEET;
THENCE ALONG A LINE LYING 6.0 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTH LINE, NORTH 89°07'10" EAST, A DISTANCE OF 1746.07 FEET;
THENCE SOUTH 44°16'16" WEST, A DISTANCE OF 8.51 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 10,461 SQ. FT. OR 0.24 FEET, MORE OR LESS.

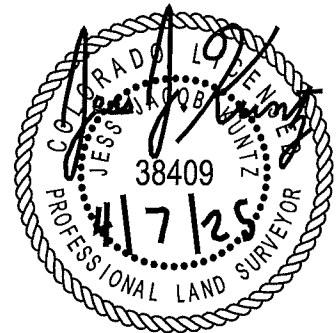
I, JESS J. KUNTZ, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JESS J. KUNTZ
COLORADO P.L.S. #38409
VICE PRESIDENT, FLATIRONS, INC.

Digitally signed by Jess Kuntz
DN: cn=Jess Kuntz, o=Flatirons, Inc.,
ou, email=jkuntz@flatironsinc.com,
c=US

Date: 2025.04.07 08:04:52 -06'00'

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



JOB NUMBER: 23-80,777
DRAWN BY: E. PRESCOTT
DATE: APRIL 7, 2025

Flatirons, Inc.
Land Surveying Services



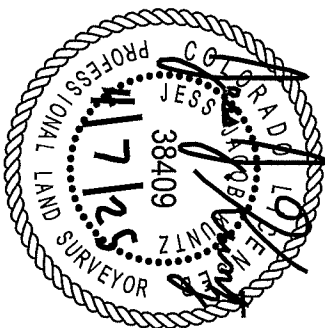
655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

www.FlatironsInc.com

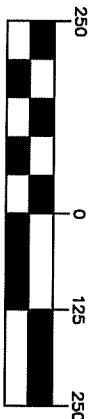
EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2



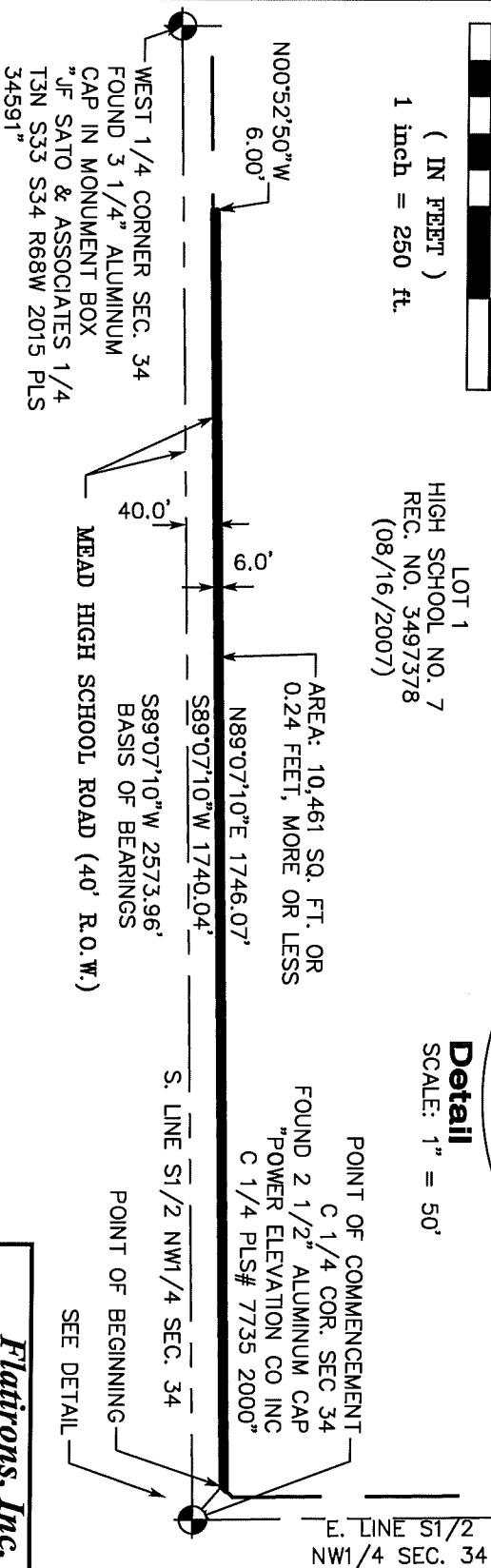
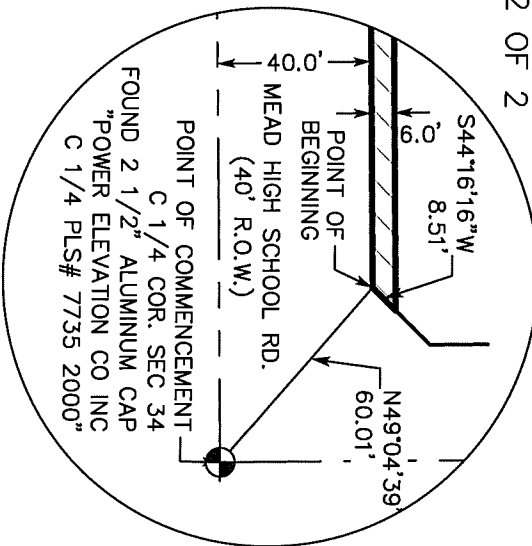
GRAPHIC SCALE



(IN FEET)
1 inch = 250 ft.

LOT 1
HIGH SCHOOL NO. 7
REC. NO. 3497378
(08/16/2007)

Detail
SCALE: 1" = 50'



WEST 1/4 CORNER SEC. 34
FOUND 3 1/4" ALUMINUM
CAP IN MONUMENT BOX
"JF SATO & ASSOCIATES 1/4
T3N S33 S34 R68W 2015 PLS
34591"

JOB NUMBER: 23-80.777
DRAWN BY: E. PRESCOTT
DATE: APRIL 7, 2025

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

BY: EPRESCOTT FILE: 80777 DESC C24.DWG DATE: 4/7/2025 8:00 AM



Flatirons, Inc.
Land Surveying Services

655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

www.FlatironsInc.com

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for the East Bus Facility Propane Expansion Project to CPC Constructors, Inc.
Strategic Priority - Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with CPC Constructors, Inc. for a maximum amount of \$175,000 and an initial contract award of \$157,600, for the East Bus Facility Propane Expansion Project at the SVVSD East Bus Terminal. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

This project will expand the propane storage at the East Bus Facility from 2,000 gallons to 4,000 gallons for fueling buses.

CPC Constructors, Inc. was selected for this project through the proposal process; RFP 2025-036.

The budget for this project has been established at \$175,000. Funding for the project is available from Capital funding. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.



RFP SUMMARY SHEET
RFP 2025-036
PROPANE STORAGE TANK EXPANSION PROJECT - EAST BUS TERMINAL
MARCH 25, 2025 2:00 P.M.

Recommended Award		CPC Constructors Inc	Krische Construction Inc	Nations Gas Technologies
Evaluated Criteria				Didn't Attend Mandatory Site Visit - Not Eligible
Company Information, Overview & Location - (5%)				
Score	50	50	50	0
Company & Team - Qualifications and Experience - (15%)				
Score	150	150	100	0
Proposed Solution and Project Understanding - (20%)				
Score	200	167	200	0
Project Schedule & Timeline - (10%)				
Score	100	88	100	0
References - (10%)				
Score	100	100	100	0
Warranty/Guarantee - (10%)				
Score	100	0	100	0
Proposed Pricing - (25%)				
Score	250	250	150	0
Completeness of the submittal - (5%)				
Score	50	47	50	0
TOTAL EVALUATED SCORE		852	850	0

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Fee Adjustment to Design Consultant Contract with Cuningham Group Architecture for the New PK-8 Design Project Strategic Priority - Rigorous, Well-Aligned Standards, Curriculum, Instruction and Assessment

RECOMMENDATION

That the Board of Education approve Fee Adjustment #6 for \$128,335 to the Architect Service Agreement with Cuningham Group Architecture, Inc., for the New PK-8 Project for a total contract value of \$4,653,579. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

This Fee Adjustment includes expanding exterior storage and finalizing the mechanical system for the New PK-8 Project.

The budget for the project has been established at \$4,725,000 as part of the 2024 Bond program. This item is being brought forth to comply with Board policy FEH stating any items over \$99,999 must have Board approval.

Original Agreement Amount (a)	\$ 130,000
Previous change orders (b)	\$ 4,395,244
Current change order (c)	\$ 128,335
Total changes (previous + current) (d)	\$ 4,523,579
New contract amount (e)	\$ 4,653,579

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of United Power Impact Fees for New High School #9 and the CTE East Building
Strategic Priority - Portfolio of 21st-Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve payment of the United Power impact fees in the amount of \$1,134,375 for the New High School #9 and CTE East Projects. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The New High School and the CTE East projects require payment of impact fees for permanent electric service from United Power.

The budget for this project has been established at \$1,134,375. Funding for the project is available from 2024 Bond funds. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of a Grant of Easement for United Power Inc. at East
Transportation Terminal
Strategic Priority – Districtwide Safety and Security

RECOMMENDATION

That the Board of Education approve the Grant of Easement for United Power Inc. at the St. Vrain Valley School District's East Transportation Terminal to install infrastructure. Further, that the Board authorize Brian Lamer, the Assistant Superintendent of Operations, to sign the Grant of Easement in accordance with Board of Education Policy.

BACKGROUND

The United Power Inc. easement at the East Transportation Terminal is necessary for construction, operation, maintenance, repair, and replacement of utilities, fixtures and devices associated with the United Power Inc. electrical lines serving the East Transportation Terminal along with other properties in the region. One goal of the work will be to replace the existing overhead power lines with underground lines. Most of the work will be conducted through underground boring methods, ensuring minimal disruption to the site's surface and to the site's daily operation.

GRANT OF EASEMENT

St Vrain Valley School District RE-1J, GRANTOR (whether one or more), whose address is 395 S. Pratt Parkway, Longmont, CO 80501 in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto UNITED POWER, INC., GRANTEE, whose address is 500 Cooperative Way, Brighton, Colorado 80603, its successors and assigns, a perpetual easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described property in the County of Weld, State of Colorado to-wit:

Easement description as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

Those facilities may be overhead, underground and/or at grade and may include, but shall not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith.

Grantee shall have the right of ingress and egress 24 hours a day, 7 days a week, over and across the lands of the Grantor to and from the easement described in Exhibit “A” to survey, construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, and the right to remove any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. Grantee shall have the right to use the adjacent lands of Grantor, described as Temporary Workspace in Exhibit “A”, during construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other equipment within the boundaries of this easement.

Grantor reserves the right to occupy, use, and landscape said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee’s facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet without the prior written approval of Grantee. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

Upon completion of construction, Grantee shall restore the surface of Grantor’s property to substantially the same level and condition as existed prior to construction.

Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees.

Grantor warrants that Grantor is the fee owner of the encumbered property and has the full right and lawful authority to make the grant contained herein and promises and agrees to defend Grantee in the exercise of the Grantee's rights hereunder against any defect in Grantor's title to the land involved or Grantor's right to make the grant contained herein.

Grantor shall defend, indemnify and hold harmless Grantee, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantee's personnel or damage to Grantee's property or to the property of Grantee's personnel occurring as a result of Grantor's actions, howsoever caused.

Grantee shall defend, indemnify and hold harmless Grantor, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantor's personnel or damage to Grantor's property or to the property of Grantor's personnel, occurring as a result of Grantee's activities described herein, howsoever caused.

The venue for any dispute arising from this Grant of Easement shall be in the courts of Weld County, Colorado.

Unless special provisions are listed below and/or attached, the above constitutes the entire agreement between the parties and no additional or different oral representation; promise or agreement shall be binding on any of the parties with respect to the subject matter of this Grant of Easement.

SIGNED AND SEALED BY GRANTOR this ____ day of _____, 2025.

GRANTOR:
ST VRAIN VALLEY SCHOOL DISTRICT RE-1J

BY: _____

ITS: _____

STATE OF COLORADO)
)
COUNTY OF _____)

ACKNOWLEDGMENT

This record was acknowledged before me on _____, 2025

by _____ as _____ of

St Vrain Valley School District RE-1J.

(Notary's official signature)

(Commission Expiration)

EXHIBIT A

ELECTRIC EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT B, RECORDED EXEMPTION NO. 1209-30-3 RE-4399 RECORDED UNDER RECEPTION NO. 3412692 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH MERIDIAN, BEING MONUMENTED BY A 2" ALUMINUM CAP STAMPED "LS 23500" AT THE SOUTHWEST CORNER AND A 2.5" ALUMINUM CAP STAMPED "LS 23500" AT THE SOUTH 1/4 CORNER, SAID LINE BEING ASSUMED TO BEAR S89°18'42"E.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;

THENCE ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, S89°18'42"E A DISTANCE OF 30.01 FEET, TO THE POINT OF BEGINNING;

THENCE ON A LINE BEING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, N00°25'41"W A DISTANCE OF 187.57 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT B;

THENCE ON SAID NORTHERLY LINE, N50°37'44"E A DISTANCE OF 26.76 FEET;

THENCE N89°34'19"E A DISTANCE OF 33.39 FEET, TO A POINT ON THE WESTERLY LINE OF THAT EASEMENT RECORDED UNDER RECEPTION NO. 3271772 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ON SAID WESTERLY EASEMENT LINE, S00°25'21"E A DISTANCE OF 10.00 FEET;

THENCE S89°34'19"W A DISTANCE OF 44.20 FEET;

THENCE S00°25'41"E A DISTANCE OF 194.58 FEET, TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30;

THENCE ON SAID SOUTH LINE, N89°18'42"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,312 SQUARE FEET OR 0.0531 ACRES.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PROPERTY DESCRIPTION STATEMENT

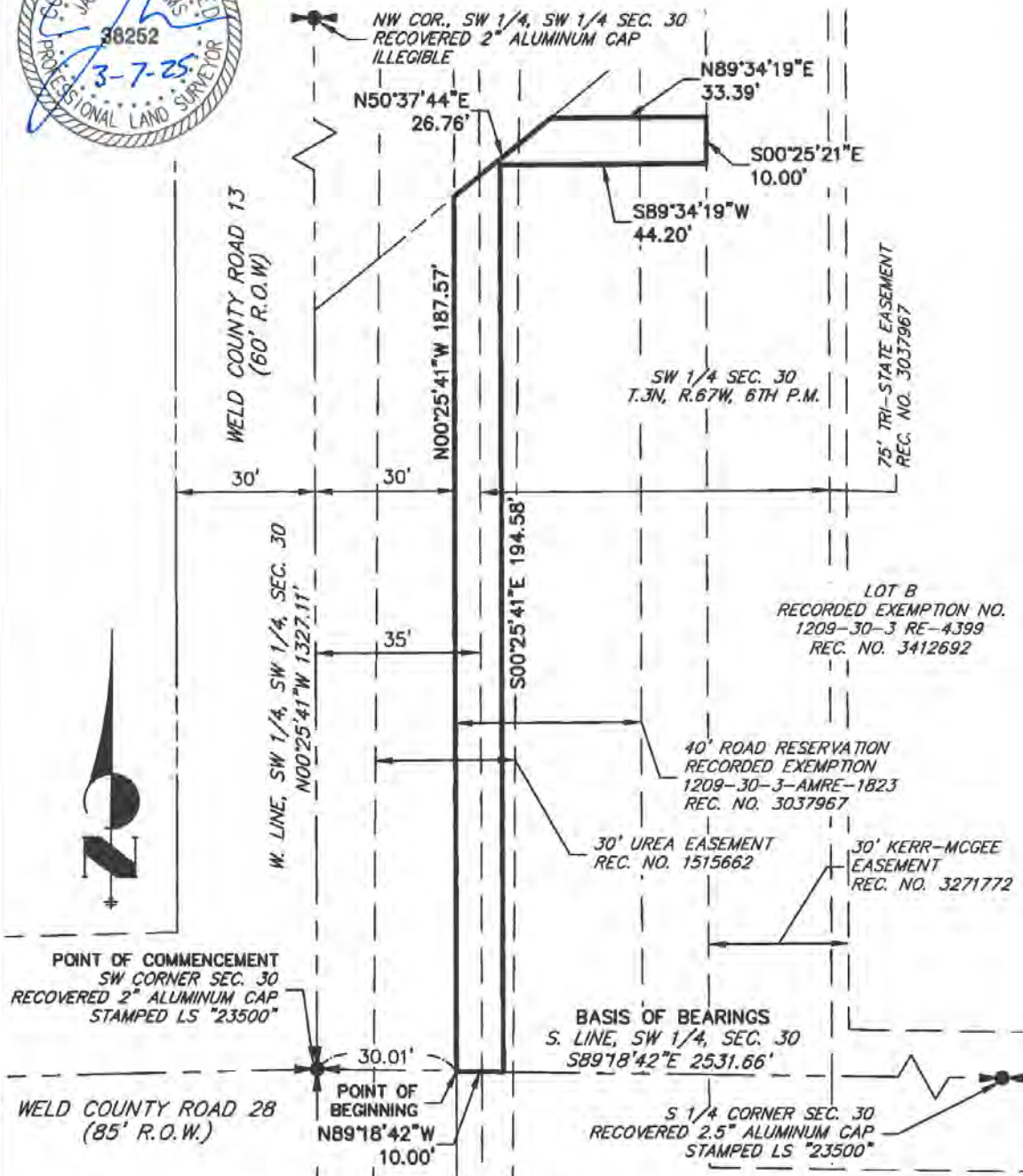
I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC





EXHIBIT A



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

ELECTRIC EASEMENT
ST. VRAIN SCHOOL DISTRICT
PROJECT NO.: 16152.48
DATE: 3/7/25

30 15 0 30
ORIGINAL SCALE: 1" = 30'
SHEET: 2 OF 2



J-R ENGINEERING
A Westrian Company

Centennial 303-740-6383 • Colorado Springs 719-583-2589
Fort Collins 970-491-9888 • www.j-r-engineering.com

East Terminal Easement - United Power



County Road 13

St. Vrain Valley Schools
East Terminal

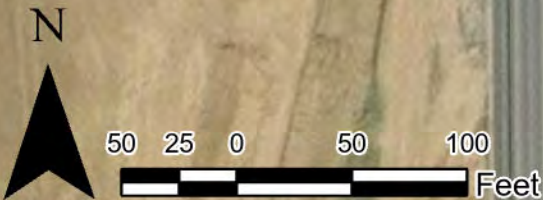
Proposed
Easement

County Road 28

County Road 13

Map Symbols

-  Easement
-  SVVSD Property



Maxar, Microsoft, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Wire Crossing License Agreement with the Greater Western Railway of Colorado as Part of the Data Resiliency Plan at Weld County Road 26
Strategic Priority – Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approves the Wire Crossing License Agreement with the Greater Western Railway of Colorado as a part of the Data Resiliency Plan. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents in accordance with Board of Education Policy.

BACKGROUND

The Wire Crossing License Agreement is necessary to cross the Greater Western Railway of Colorado at Weld County Road 26 with the Fiber infrastructure serving the backup data center at Mead High School as a part the District Technology Service Network Resiliency Plan.

WIRE CROSSING LICENSE @ WELD COUNTY ROAD 26

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Great Western Railway of Colorado, L.L.C. ("Licensor") and St Vrain Valley School District RE-1J ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:**1. TERM:**

This License shall take effect as of the Effective Date, and unless sooner terminated as provided below, shall remain in effect until either Party shall give the other Party not less than thirty (30) days' written notice to terminate for any reason whatsoever in that Party's sole discretion and regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor has executed it.

2. LOCATION:

In consideration of the License Fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a 95' (foot) underground fiber optic Wire Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near Longmont, County of Weld, and State of Colorado (the "Premises"). The term "Wire Line" shall be deemed to mean the actual line(s) and any and all towers, poles, wires, appurtenances and that portion of Licensor's property, in so far as they relate to said Wire Line. The location of the Wire Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 95' (foot) underground fiber optic Wire Line crossing Licensor's property at an angle of 45° degrees, more or less measured from the centerline of Licensor's main line track, located at or near Mile Post No. 4.17, 40.17479 N. and -105.01820 W., shown on Exhibit "B."

3. LICENSE FEE:

3.1 Licensee shall pay to Licensor as a License Fee the sum of five thousand dollars (USD \$5,000.00), (the "License Fee") Annually, payable in advance on or prior to the Effective Date of this License and any anniversary of the Effective Date during the term of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above License Fee or other fees payable under this License.

3.2 If the License Fee is not received by Licensor within thirty (30) days from the date it is due and payable, Licensee shall pay to Licensor one and one half percent (1.5%) per month of the total unpaid License Fees stated above, any adjusted License Fees due pursuant to Section 3.5, and any additional fees provided for in this License. The finance charge provided by this Section 3.2 shall continue to accrue daily until the date payment is received by Licensor, not the date payment is delivered or the date postmarked on the payment.

3.3 If Licensors, at its sole discretion, uses a collection agency or attorneys to collect delinquent License Fees, any additional fees provided for in this License or finance charges, and Licensors is successful in collecting such charges, Licensee shall reimburse Licensors for all reasonable collection costs, including reasonable collection agency fees and reasonable legal expenses.

3.4 Although Licensee's right to possession of the Premises shall terminate when the term of this License has expired or is terminated prior to such expiration in accordance with a provision of this License, Licensee's obligations under this License, including but not limited to the obligation to pay License Fees, taxes and assessments, and utilities, shall continue until Licensee delivers possession of the Premises to Licensors in the condition required by this License.

3.5 The payment by Licensee of any sum(s) in advance shall not create an irrevocable License for the period for which the same is/are paid.

3.6 Failure of Licensee to receive any bill for periodic License Fees owing, or receipt of a bill in an incorrect or unadjusted License Fee, shall neither override the License terms in this License nor excuse or release Licensee from liability or responsibility for the correct License Fee. Limitation on collection for any erroneous billings or payments shall be three (3) years from the termination of this License.

3.7 In the event this License is terminated by notice of either Party (other than for breach or cause), Licensors shall refund to Licensee the portion of any prepaid License Fees plus any taxes paid in advance.

4. SPECIFICATIONS:

4.1 The Wire Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the Joint Engineering Committee of the Association of American Railroads and the Edison Electric Institute, and the specifications of the National Electrical Safety Code, Part 2, "Safety Rules for the Installation and Maintenance of Electric Supply and Communication Lines", or of any successor agency(ies), and, in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair, relocation, operation and replacement of the Wire Line shall be subject to the prior written approval of the Licensors.

An aerial Wire Line shall be constructed and maintained to a MINIMUM clearance of no less than twenty-seven feet (27') above the top of the rail of any and all tracks, and any poles, guy wire, anchor or other appurtenance shall be constructed to maintain a MINIMUM clearance of fifteen feet (15') from the centerline of any track(s). The side clearance of fifteen feet (15') shall be maintained for the full height of the vertical clearance as stated above. An aerial Wire Line shall be constructed, as nearly as possible to cross track(s) at a right angle to said track(s).

An underground Wire Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensors' property if less than forty-eight feet (48'). Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the conduit shall be a MINIMUM of five and one half feet (5½') beneath surface of the ground between the limits of the twenty-five foot (25') parallel offset distance from the centerline of the outside track(s). Beyond the twenty-five foot (25') parallel offset distance from the centerline of the outside track(s), the top of the conduit shall be a MINIMUM of four feet (4') beneath surface of ground to outside the Licensors' property.

4.2 Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Wire Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Wire Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Wire Line that requires entry onto Licensor's property or right-of-way.

4.3 Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License. For the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors (collectively, "Licensee Invitees"), shall be deemed the agents or employees of the Licensee, and Licensee shall be jointly and severally liable for the actions of Licensee Invitees.

4.4 Licensee shall ensure, prior to allowing access to Licensor's Property, that Licensee Invitees apply for and execute Licensor's standard License for Right of Entry and Use of Premises agreement.

4.5 Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Wire Line and the construction or use of the Wire Line or other of Licensee's facilities on Licensor's property or the operation of any of them.

4.6 Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Wire Line. Licensee's Wire Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

6.1 Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

6.2.

(a) **TO THE EXTENT PERMITTED BY LAW, LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO CAUSE ITS AGENTS, CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS TO INDEMNIFY, DEFEND AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO THE EXTENT PERMITTED BY LAW, TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY**

TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE INDEMNITEE SEEKING INDEMNIFICATION PURSUANT TO THE TERMS AND CONDITIONS OF THIS LICENSE.

(b) TO THE EXTENT PERMITTED BY LAW, THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE'S AGENTS, CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE AGENTS, CONTRACTORS, SUBCONTRACTORS OF ALL TIERS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

(c) TO THE EXTENT PERMITTED BY LAW, LICENSEE SHALL, CAUSE ITS AGENTS, CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS, AT THEIR SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.

(d) AS A PRECONDITION TO THE INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, LICENSEE WILL, TO THE EXTENT PERMITTED BY LAW, CAUSE ITS AGENTS, CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS TO TO (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

7.1 Licensee shall purchase and maintain insurance as specified below covering this License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:

- (a) **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or

crossing (CG 24 17 endorsement or equivalent).

- (b) **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
- (c) **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
- (d) **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.

7.2 All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

7.3 All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

7.4 If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

7.5 Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.

7.6 All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of Required Parties.

7.7 Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.

7.8 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.

7.9 Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Wire Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever.

9. REPAIRS AND RELOCATION:

9.1 Licensee will at all times maintain the Wire Line in a safe and secure manner, and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Wire Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Wire Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Wire Line (including de-energizing a wire if required) as required or remove the Wire Line, or as much of the Wire Line as is located upon the portion of the property as required by Licensor.

9.2 If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Wire Line or to make any necessary repairs, or to relocate the Wire Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Wire Line to be removed from Licensor's property. After fifteen (15) days' prior written notice and Licensee's opportunity to cure, Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools.

9.3 Licensors shall provide Licensee fifteen (15) days' prior written notice in the event Licensors shall require the removal of only a portion of the Wire Line. This License shall continue in force and be applicable to the portion or portions of the Wire Line remaining from time to time and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. DEFAULT:

If either party defaults in the performance of any of its obligations hereunder, and such default continues for more than fifteen (15) days after receipt of written notice from the non-defaulting party, the non-defaulting party shall have the right to terminate this License agreement and pursue any other remedies available at law or in equity.

11. RESTORATION:

Upon termination of this License, whether in accordance with the provisions of Section 1, 9 or 10 of this License, or otherwise, Licensee shall promptly remove the Wire Line from Licensors' property, and restore the property to its prior condition. If Licensee fails to remove the Wire Line within thirty (30) days after termination of this License, Licensors may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.2 of this License.

12. MISCELLANEOUS:

12.1 This License is executed by all Parties under current interpretation of any and all applicable federal, state, municipal, or other local statute, ordinance, or law. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.

12.2 Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

Licensors: Great Western Railway of Colorado, Licensee: St Vrain Valley School District RE-1J
L.L.C.

ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

ATTN: Richard Russel
4 Industrial Park
Johnstown, Colorado 80534
richard.russel@mastec.com

WITH A COPY TO:

ATTN: General Counsel
Great Western Railway of Colorado, L.L.C.
252 Clayton Street, 4th Floor
Denver, Colorado 80206

12.4 No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor

shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.

12.5 This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Wire Line by Licensee.

12.6 This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.

12.7 Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.

12.8 Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.

12.9 The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.

12.10 Licensee covenants that no lien will be placed against Licensor's property in the course of constructing and maintaining this Wire, and agrees to immediately satisfy any lien so placed.

12.11 For any dispute arising from or related to this License, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

12.12 This License shall be governed under the laws of the State of Colorado without giving rise to its conflict or choice of law principals. Venue for conflicts arising out of or related to this Agreement shall be proper in the federal or state courts of the State of Colorado for any action arising under the terms of this License or performance of it.

12.13 The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License.

12.14 This License shall be read with all changes of gender and number required by the context.

12.15 Time shall be of the essence in this License and each of the provisions of it.

12.16 Licensor's remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

12.17 Licensor understands and acknowledges that the Licensee is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Licensee are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Licensee's current fiscal period ending upon the next succeeding June 30. Financial obligations of the Licensee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Licensee and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

12.18 Governmental Immunity. Nothing herein shall be deemed a waiver by the Licensee of any notice requirements, defenses, immunities or limitations to liability that the Licensee may have under the Colorado Governmental Immunity Act, pursuant to Section 24-10-101, C.R.S., et seq., and to any other defenses, immunities or limitations to liability available to the Licensee under the law.

12.19 All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.

12.20 Licensor shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.

12.21 Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.

12.22 All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

12.23 Notwithstanding anything to the contrary contained in this License agreement, in no event shall either party be liable to the other for any indirect, punitive, special, consequential, or incidental damages whatsoever, including loss of goodwill or loss of profits.

12.24 This License incorporates the requirements of § 22-1-135, C.R.S. in its entirety. For the avoidance of doubt, this License shall be deemed a "Public School Contract" within the meaning of § 22-1-135, C.R.S.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

Licensor: Great Western Railway of Colorado, L.L.C.	Licensee: St Vrain Valley School District RE-1J
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A



APPLICATION PROCESS & INSTRUCTIONS

Telephone (303) 398-4588, Fax (866) 351-9503

☒ Check the box if this is a **RUSH** application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

UNDERGROUND WIRE OR CABLE LINE CROSSING OR PARALLEL ENCROACHMENT OF PROPERTIES AND TRACK

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter-sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the wire line, and a check for the non-refundable fee of \$5,000 USD (\$6,342 CAD).

Make check(s) payable to:

OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street
Denver, CO 80206

(As information, future payments will also be sent to the address listed above.)

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

REQUESTS FOR RUSH SERVICE: Once a COMPLETE application and required fees are received, including the rush fee of \$1,500 USD (\$1,903 CAD), a draft agreement will be made available for review within thirty (30) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: _____

CHECK NUMBER 40007954



APPLICATION FOR UNDERGROUND WIRE OR CABLE LINE CROSSING OR PARALLEL ENCROACHMENT OF PROPERTIES AND TRACK

Telephone (303) 398-4588, Fax (866) 351-9503

If you have not reviewed Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax_real.estate@omnitrax.com or 303.398.0400 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Mastec North America Inc.
2. Agreement to be in the name of (if different from above): St Vrain Valley School District
3. Type of Entity (please mark one): Corporation ☒ LLC ☐ Individual ☐ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: _____
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 4 Industrial Park, Johnstown CO 80534
7. Overnight Delivery Service Address (if different): Same
8. Contact Person: Richard Russel Title: Area Manager
9. Phone No.: (970) 278-6218 Fax No.: ()
10. Email: richard.russel@mastec.com
11. Email Address Where Notices Can be Sent to: Richard.russel@mastec.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Attn: Richard Russel
Mastec North America, Inc.
4 Industrial Park, Johnstown CO 80534
13. Railroad Name: OmniTrax
Nearest Milepost: _____ DOT No.: _____
Track Station (from): Longmont Track 1 Track Station (to): _____
Property Address (REQUIRED):
At the intersection of County Road 26 and County Road 5 in Longmont CO.
Section: _____ Township: _____ Range: _____
City: Longmont County: Weld State: Colorado
Geographical Coordinates Required (in decimal degrees)
Latitude: 40.174708 Longitude: -105.017206
Located on the (N/S/E/W) N/S side of (landmark, intersection)
County Road 26 and CR 5

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy INITIAL HERE: _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

1- 144 ct Fiber Optic Line and 2- 2" HDPE Conduit SDR 11

- * Angle between centerline of right-of-way and wireline will be _____ degrees.
- * Number of RR Co.'s tracks to be crossed 1 Number of pole lines crossed 0
- * Crossing will be: Transmission _____ Distribution ☒ Service _____
- * Altering current _____ voltage _____ No. of Phases _____ Hertz _____
- * Direct Current _____ voltage _____ amperes _____
- * Conductors: (a) Number _____ (b) AWG gauge _____ (c) material _____

applications -omnitrax- underground wire line crossing or parallelism 1/01/2022



APPLICATION FOR UNDERGROUND WIRE OR CABLE LINE CROSSING OR PARALLEL ENCROACHMENT OF PROPERTIES AND TRACK

Telephone (303) 398-4588, Fax (866) 351-9503

- Maximum voltage N/A Maximum current _____
- Max. fault to ground current _____ Ht. of wire supports above ground level _____
- Material (encasement) 3" 2" HDPE Outside diameter _____ Wall thickness _____
- Total length within Railroad right-of-way 338' Height of wires above top of rail at 60°F _____
- Sag in Spans at 60°F _____ Height of wires above Railroad communication & signal wires at 60°F _____ Feet
- Bury: Base of rail to top of casing 144" Not beneath tracks _____ Roadway ditches _____
- Type of wire supports _____ Size _____ False dead ends _____
- Number of poles to be located on Railroad Company's right-of way N/A
- Distance from butt of pole to nearest rail of main track N/A
- Distance from butt of pole to nearest rail of sidetrack N/A
- If additional wire line attachments or revisions are to be made to existing crossing, please advise number and/or date of agreement: _____
- Will line exclusively serve Lessee of Railroad? Y Name St Vrain Valley School District
- Will line run parallel or approx. parallel to Railroad Co.'s tracks? NO Distance of parallelism: _____
Please give approximate horizontal separation from our signal and telephone wires _____
- Will line be located in public road right-of-way? Yes DOT/AAR Crossing No. 849321F
(If "yes", show name, road number and right-of-way on print). Name of Public Road County Road 26, Longmont CO

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine credit worthiness.

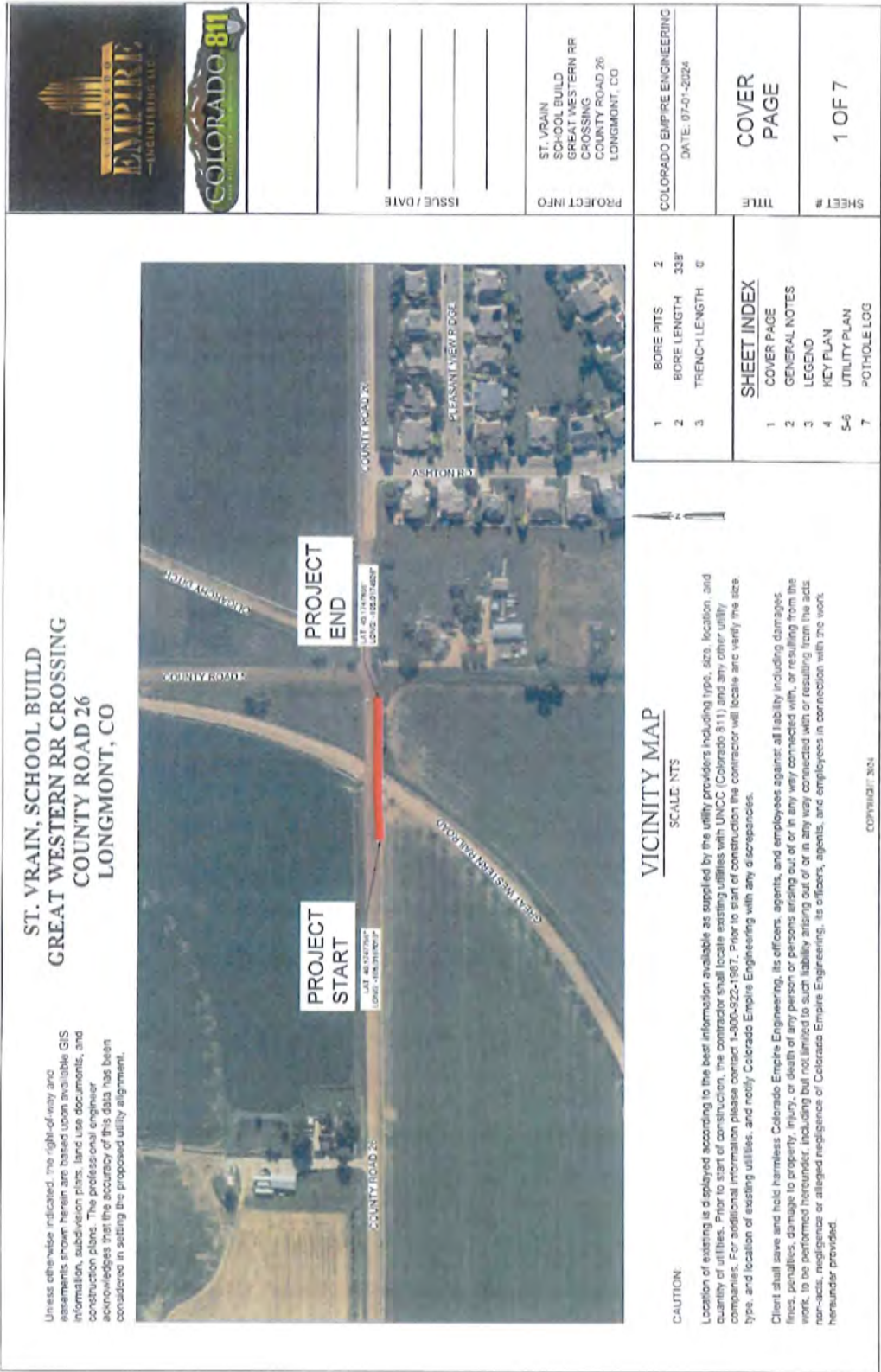
I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: July 29th 2024LIST CHECK NUMBER(S): 40007954Signature: [Signature]Name Printed: Renard RussellTitle: Area ManagerPhone No.: 970 278 6218Fax No: 970 587-4254

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

2

applications -omnitrax underground wire line crossing or parallelism 1/01/2022

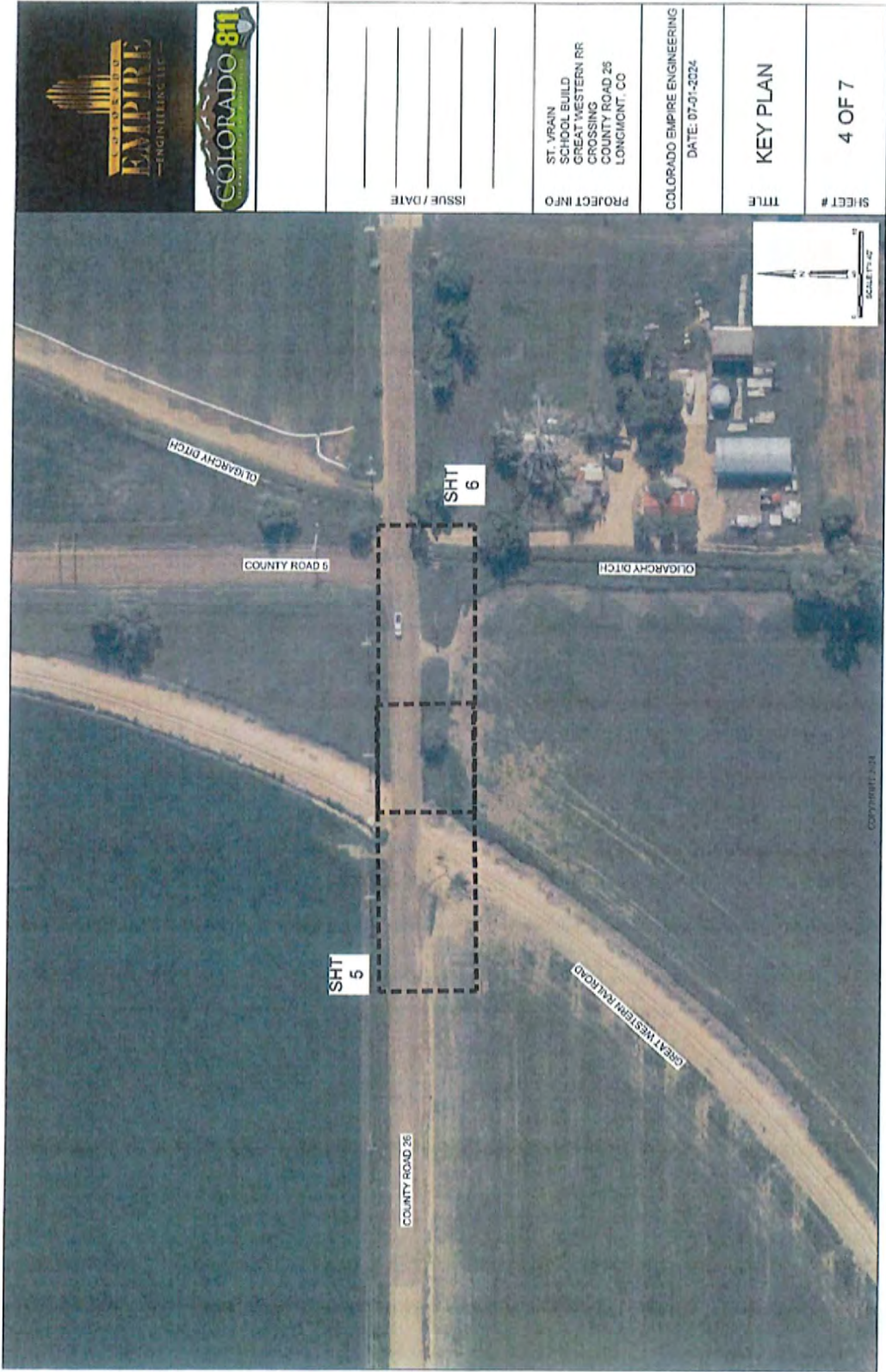


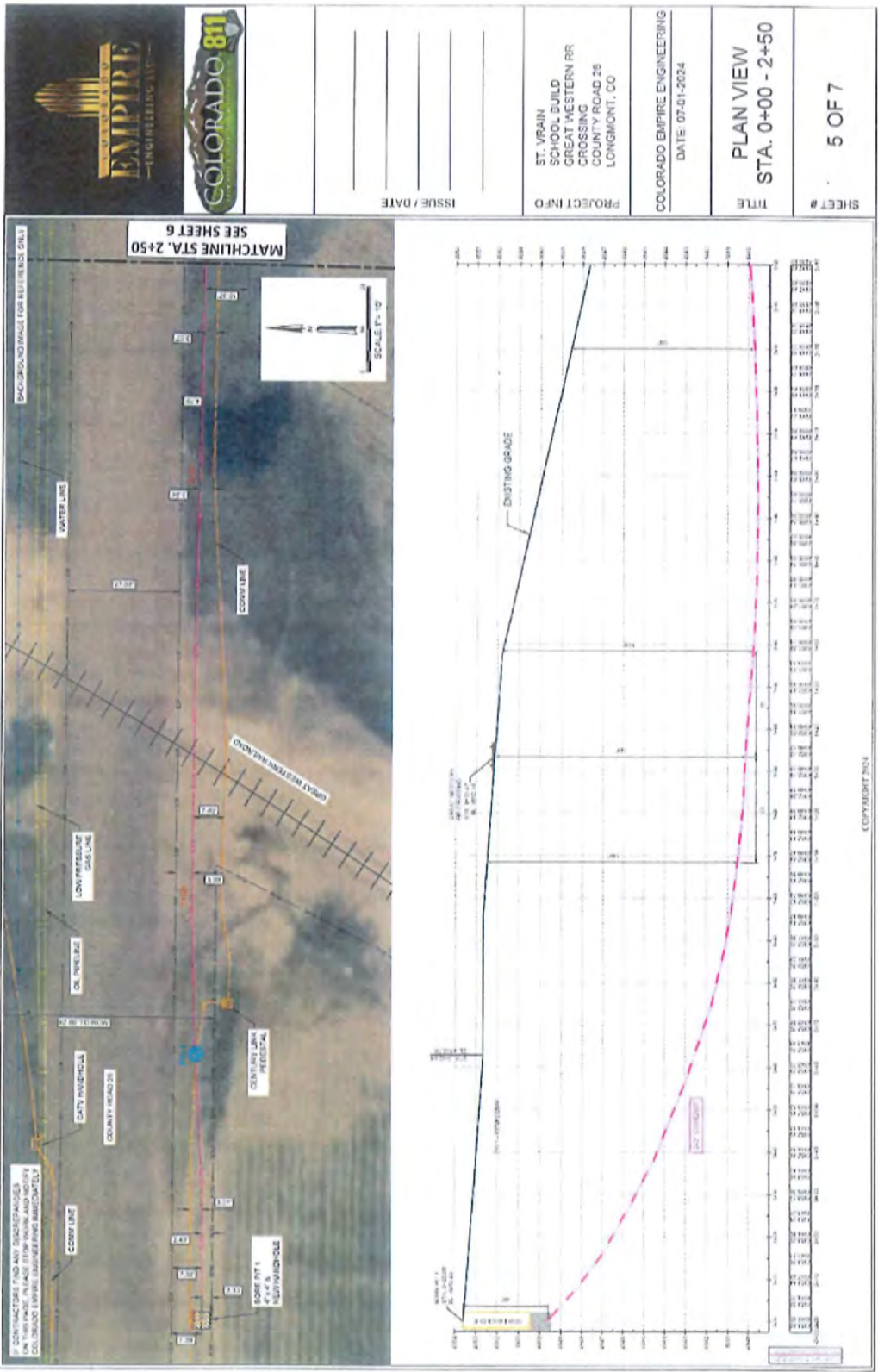
	
ISSUE / DATE	
PROJECT INFO ST. VRAIN SCHOOL BUILD GREAT WESTERN RR CROSSING COUNTY ROAD 26 LONGMONT, CO	
COLORADO EMPIRE ENGINEERING DATE: 07-01-2024	
TITLE GENERAL NOTES	
SHEET # 2 OF 7	

CDOT NOTES

1. ALL THE WORK PERFORMED WITHIN THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) RIGHT-OF-WAY SHALL CONFORM TO THE MOST CURRENT EDITION OF THE FOLLOWING PUBLICATIONS:
 - 1.1. STANDARD SPECIFICATIONS FOR THE ROAD AND BRIDGE CONSTRUCTION (ENGLISH)
 - 1.2. CDOT DESIGN STANDARDS (ENGLISH)
 - 1.3. CDOT PLANS PREP MANUAL
 - 1.4. CDOT FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION AS SPECIFIED IN SECTION 1.5 2010 UAM.
2. SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLANS AND THE DEPARTMENT OF TRANSPORTATION STANDARDS, THE ENGINEER/PERMITTEE SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S ENGINEER IN ORDER TO RESOLVE THE DISCREPANCY. IN NO CASE WILL ANYTHING LESS THAN THE DEPARTMENT'S MINIMUM STANDARD BE ALLOWED
3. ALL TRAFFIC STRIPPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
4. REMOVAL OF EXISTING STRIPPING SHALL BE ACCOMPLISHED USING THE "HYDRO-BLAST" METHOD. IF THIS PROCESS DAMAGES/SCARS PAVEMENT, THEN THE PAVEMENT SHALL BE MILLED AND RESURFACED PER CDOT STANDARDS.
5. EXISTING PAVED SHOULDER SHALL BE REMOVED FULL DEPTH PRIOR TO WIDENING OF THE ROADWAY.
6. ALL CURB AND GUTTER AND SIDEWALK WILL BE REMOVED AND REPLACED TO JOINT TO JOIN PER STANDARD INDEX #300 CURB & GUTTER #304/#310 CUT RAMPS & SIDEWALK AS SPECIFIED IN SECTION 1.5 2010 UAM.
7. ALL DISTURBED AREA WITHIN THE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING IN AREA DISTURBED.
8. ALL BROKEN/CRACKED DRIVEWAYS MUST BE FULLY REMOVED AND REPLACED AS SPECIFIED IN SECTION 1.5 2010 UAM #515.
9. BURNING OF ANY MATERIAL OR DEBRIS IS PROHIBITED IN CDOT RIGHT-OF-WAY.
10. ALL LANES MUST BE OPENED FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT.
11. ALL DIRECTIONAL ARROWS SHALL BE PLACED AS ONE SEGMENT.
12. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.
13. ALL PRECAST CONCRETE PRODUCTS TO BE PLACED WITHIN THE CDOT RIGHT-OF-WAY SHALL BE INSPECTED BY CDOT DURING FABRICATION AT THE FABRICATION FACILITY.
14. CONTRACTOR SHALL NOTIFY THE CDOT, MICHAEL (MIKE) SMITH (303) 757-9273, 48 HOURS PRIOR TO STARTING ANY WORK WITHIN THE CDOT RIGHT-OF-WAY.

Copyright 2011







DATE 11/19/2014

AUTHOR SIGNATURE [Signature]





ST. VRAIN
SCHOOL BUILD
GREAT WESTERN RR
CROSSING
COUNTY ROAD 26
LONGMONT, CO

PROJECT INFO

COLORADO EMPIRE ENGINEERING
DATE: 07-01-2024

POTHOLE LOG

SHEET #
7 OF 7

ST. VRAIN - SCHOOL BUILD - LONGMONT					
SHEET#	POTHOLE #	DESCRIPTION	TOP OF LINE	BOTTOM	SIZE LINE
5	1	COMM			

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Exhibit B



MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Wire Crossing License Agreement with the Greater Western Railway of Colorado as part of the Data Resiliency Plan at County Line Road Strategic Priority – Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approves the Wire Crossing License Agreement with the Greater Western Railway of Colorado as a part of the Data Resiliency Plan. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents in accordance with Board of Education Policy.

BACKGROUND

The Wire Crossing License Agreement is necessary to cross the Greater Western Railway of Colorado at County Line Road with the Fiber infrastructure serving the backup data center at Mead High School as a part the District Technology Service Network Resiliency Plan.

WIRE CROSSING LICENSE @ COUNTY LINE ROAD

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Great Western Railway of Colorado, L.L.C. ("Licensor") and St Vrain Valley School District RE-1J ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:**1. TERM:**

This License shall take effect as of the Effective Date, and unless sooner terminated as provided below, shall remain in effect until either Party shall give the other Party not less than thirty (30) days' written notice to terminate for any reason whatsoever in that Party's sole discretion and regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor has executed it.

2. LOCATION:

In consideration of the License Fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a 75' (foot) underground fiber optic Wire Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near Longmont, County of Weld, and State of Colorado (the "Premises"). The term "Wire Line" shall be deemed to mean the actual line(s) and any and all towers, poles, wires, appurtenances and that portion of Licensor's property, in so far as they relate to said Wire Line. The location of the Wire Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 75' (foot) underground fiber optic Wire Line crossing Licensor's property at an angle of 90° degrees, more or less measured from the centerline of Licensor's main line track, located at or near Mile Post No. 2.10, 40.16736 N. and -105.05519 W., shown on Exhibit "B."

3. LICENSE FEE:

3.1 Licensee shall pay to Licensor as a License Fee the sum of five thousand dollars (USD \$ 5,000.00), (the "License Fee") Annually, payable in advance on or prior to the Effective Date of this License and any anniversary of the Effective Date during the term of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above License Fee or other fees payable under this License.

3.2 If the License Fee is not received by Licensor within thirty (30) days from the date it is due and payable, Licensee shall pay to Licensor one and one half percent (1.5%) per month of the total unpaid License Fees stated above, any adjusted License Fees due pursuant to Section 3.5, and any additional fees provided for in this License. The finance charge provided by this Section 3.2 shall continue to accrue daily until the date payment is received by Licensor, not the date payment is delivered or the date postmarked on the payment.

3.3 If Licensors, at its sole discretion, uses a collection agency or attorneys to collect delinquent License Fees, any additional fees provided for in this License or finance charges, and Licensors is successful in collecting such charges, Licensee shall reimburse Licensors for all reasonable collection costs, including reasonable collection agency fees and reasonable legal expenses.

3.4 Although Licensee's right to possession of the Premises shall terminate when the term of this License has expired or is terminated prior to such expiration in accordance with a provision of this License, Licensee's obligations under this License, including but not limited to the obligation to pay License Fees, taxes and assessments, and utilities, shall continue until Licensee delivers possession of the Premises to Licensors in the condition required by this License.

3.5 The payment by Licensee of any sum(s) in advance shall not create an irrevocable License for the period for which the same is/are paid.

3.6 Failure of Licensee to receive any bill for periodic License Fees owing, or receipt of a bill in an incorrect or unadjusted License Fee, shall neither override the License terms in this License nor excuse or release Licensee from liability or responsibility for the correct License Fee. Limitation on collection for any erroneous billings or payments shall be three (3) years from the termination of this License.

3.7 In the event this License is terminated by notice of either Party (other than for breach or cause), Licensors shall refund to Licensee the portion of any prepaid License Fees plus any taxes paid in advance.

4. SPECIFICATIONS:

4.1 The Wire Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the Joint Engineering Committee of the Association of American Railroads and the Edison Electric Institute, and the specifications of the National Electrical Safety Code, Part 2, "Safety Rules for the Installation and Maintenance of Electric Supply and Communication Lines", or of any successor agency(ies), and, in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair, relocation, operation and replacement of the Wire Line shall be subject to the prior written approval of the Licensors.

An aerial Wire Line shall be constructed and maintained to a MINIMUM clearance of no less than twenty-seven feet (27') above the top of the rail of any and all tracks, and any poles, guy wire, anchor or other appurtenance shall be constructed to maintain a MINIMUM clearance of fifteen feet (15') from the centerline of any track(s). The side clearance of fifteen feet (15') shall be maintained for the full height of the vertical clearance as stated above. An aerial Wire Line shall be constructed, as nearly as possible to cross track(s) at a right angle to said track(s).

An underground Wire Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensors's property if less than forty-eight feet (48'). Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the conduit shall be a MINIMUM of five and one half feet (5½') beneath surface of the ground between the limits of the twenty-five foot (25') parallel offset distance from the centerline of the outside track(s). Beyond the twenty-five foot (25') parallel offset distance from the centerline of the outside track(s), the top of the conduit shall be a MINIMUM of four feet (4') beneath surface of ground to outside the Licensors's property.

4.2 Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Wire Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Wire Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Wire Line that requires entry onto Licensor's property or right-of-way.

4.3 Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License. For the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors (collectively, "Licensee Invitees"), shall be deemed the agents or employees of the Licensee, and Licensee shall be jointly and severally liable for the actions of Licensee Invitees.

4.4 Licensee shall ensure, prior to allowing access to Licensor's Property, that Licensee Invitees apply for and execute Licensor's standard License for Right of Entry and Use of Premises agreement.

4.5 Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Wire Line and the construction or use of the Wire Line or other of Licensee's facilities on Licensor's property or the operation of any of them.

4.6 Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Wire Line. Licensee's Wire Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

6.1 Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

6.2.

(a) TO THE EXTENT PERMITTED BY LAW, LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO CAUSE ITS AGENTS, CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS TO INDEMNIFY, DEFEND AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO THE EXTENT PERMITTED BY LAW, TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY

TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE INDEMNITEE SEEKING INDEMNIFICATION PURSUANT TO THE TERMS AND CONDITIONS OF THIS LICENSE.

(b) TO THE EXTENT PERMITTED BY LAW, THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE'S AGENTS, CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE AGENTS, CONTRACTORS, SUBCONTRACTORS OF ALL TIERS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

(c) TO THE EXTENT PERMITTED BY LAW, LICENSEE SHALL, CAUSE ITS AGENTS, CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS, AT THEIR SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.

(d) AS A PRECONDITION TO THE INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, LICENSEE WILL, TO THE EXTENT PERMITTED BY LAW, CAUSE ITS AGENTS, CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS TO TO (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

7.1 Licensee shall purchase and maintain insurance as specified below covering this License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:

- (a) **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or

crossing (CG 24 17 endorsement or equivalent).

- (b) **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
- (c) **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
- (d) **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.

7.2 All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

7.3 All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

7.4 If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

7.5 Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.

7.6 All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of Required Parties.

7.7 Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.

7.8 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.

7.9 Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Wire Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever.

9. REPAIRS AND RELOCATION:

9.1 Licensee will at all times maintain the Wire Line in a safe and secure manner, and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Wire Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Wire Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Wire Line (including de-energizing a wire if required) as required or remove the Wire Line, or as much of the Wire Line as is located upon the portion of the property as required by Licensor.

9.2 If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Wire Line or to make any necessary repairs, or to relocate the Wire Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Wire Line to be removed from Licensor's property. After fifteen (15) days' prior written notice and Licensee's opportunity to cure, Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools.

9.3 Licensor shall provide Licensee fifteen (15) days' prior written notice in the event Licensor shall require the removal of only a portion of the Wire Line. This License shall continue in force and be applicable to the portion or portions of the Wire Line remaining from time to time and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. DEFAULT:

If either party defaults in the performance of any of its obligations hereunder, and such default continues for more than fifteen (15) days after receipt of written notice from the non-defaulting party, the non-defaulting party shall have the right to terminate this License agreement and pursue any other remedies available at law or in equity.

11. RESTORATION:

Upon termination of this License, whether in accordance with the provisions of Section 1, 9 or 10 of this License, or otherwise, Licensee shall promptly remove the Wire Line from Licensor's property, and restore the property to its prior condition. If Licensee fails to remove the Wire Line within thirty (30) days after termination of this License, Licensor may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.2 of this License.

12. MISCELLANEOUS:

12.1 This License is executed by all Parties under current interpretation of any and all applicable federal, state, municipal, or other local statute, ordinance, or law. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.

12.2 Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

Licensor: Great Western Railway of Colorado, L.L.C. Licensee: St Vrain Valley School District RE-1J

ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

ATTN: Richard Russel
4 Industrial Park
Johnstown, Colorado 80534
richard.russel@mastec.com

WITH A COPY TO:

ATTN: General Counsel
Great Western Railway of Colorado, L.L.C.
252 Clayton Street, 4th Floor
Denver, Colorado 80206

12.4 No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor

shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.

12.5 This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Wire Line by Licensee.

12.6 This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.

12.7 Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.

12.8 Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.

12.9 The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.

12.10 Licensee covenants that no lien will be placed against Licensor's property in the course of constructing and maintaining this Wire, and agrees to immediately satisfy any lien so placed.

12.11 For any dispute arising from or related to this License, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

12.12 This License shall be governed under the laws of the State of Colorado without giving rise to its conflict or choice of law principals. Venue for conflicts arising out of or related to this Agreement shall be proper in the federal or state courts of the State of Colorado for any action arising under the terms of this License or performance of it.

12.13 The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License.

12.14 This License shall be read with all changes of gender and number required by the context.

12.15 Time shall be of the essence in this License and each of the provisions of it.

12.16 Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

12.17 Licensors understands and acknowledges that the Licensee is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Licensee are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Licensee's current fiscal period ending upon the next succeeding June 30. Financial obligations of the Licensee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Licensee and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

12.18 Governmental Immunity. Nothing herein shall be deemed a waiver by the Licensee of any notice requirements, defenses, immunities or limitations to liability that the Licensee may have under the Colorado Governmental Immunity Act, pursuant to Section 24-10-101, C.R.S., et seq., and to any other defenses, immunities or limitations to liability available to the Licensee under the law.

12.19 All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.

12.20 Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.

12.21 Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.

12.22 All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

12.23 Notwithstanding anything to the contrary contained in this License agreement, in no event shall either party be liable to the other for any indirect, punitive, special, consequential, or incidental damages whatsoever, including loss of goodwill or loss of profits.

12.24 This License incorporates the requirements of § 22-1-135, C.R.S. in its entirety. For the avoidance of doubt, this License shall be deemed a "Public School Contract" within the meaning of § 22-1-135, C.R.S.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

Licensor: Great Western Railway of Colorado, L.L.C.	Licensee: St Vrain Valley School District RE-1J
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A



APPLICATION PROCESS & INSTRUCTIONS

Telephone (303) 398-4588, Fax (866) 351-9503

☒ Check the box if this is a **RUSH** application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

UNDERGROUND WIRE OR CABLE LINE CROSSING OR PARALLEL ENCROACHMENT OF PROPERTIES AND TRACK

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter-sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the wire line, and a check for the non-refundable fee of \$5,000 USD (\$6,342 CAD).

Make check(s) payable to:

OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street
Denver, CO 80206

(As information, future payments will also be sent to the address listed above.)

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

REQUESTS FOR RUSH SERVICE: Once a COMPLETE application and required fees are received, including the rush fee of \$1,500 USD (\$1,903 CAD), a draft agreement will be made available for review within thirty (30) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: _____

CHECK NUMBER

40007953



APPLICATION FOR UNDERGROUND WIRE OR CABLE LINE CROSSING OR PARALLEL ENCROACHMENT OF PROPERTIES AND TRACK

Telephone (303) 398-4588, Fax (866) 351-9503

If you have not reviewed Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0400 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Mastec North America Inc.

2. Agreement to be in the name of (if different from above): St Vrain Valley School District

3. Type of Entity (please mark one): Corporation ☒ LLC ☐ Individual ☐ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐

4. If applicable, state/province of incorporation or organization: Florida

5. Federal Tax Identification number (U.S. Leases): _____

6. Mailing Address: 4 Industrial Park, Johnstown CO 80534

7. Overnight Delivery Service Address (if different): _____

8. Contact Person: Richard Russel Title: Area Manager

9. Phone No.: (970) 278-6218 Fax No.: ()

10. Email: richard.russel@mastec.com

11. Email Address Where Notices Can be Sent to: richard.russel@mastec.com

12. **Billing Contact Name, Phone Number, and Address Required:**
Attn Richard Russel
Mastec North America Inc.
4 Industrial Park, Johnstown CO 80534

13. Railroad Name: Longmont Track 1

Nearest Milepost: _____ DOT No.: _____

Track Station (from): _____ Track Station (to): _____

Property Address (REQUIRED):
County Line Road and County Road 26

Section: _____ Township: _____ Range: _____

City: Longmont County: Weld State: Colorado

Geographical Coordinates Required (in decimal degrees)

Latitude: 40.167614 Longitude: -105.054762

Located on the (N/S/E/W) S side of (landmark, intersection)
South of County Road 26 and County Line Road, Longmont CO

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy INITIAL HERE: _____

OR Variance requested - PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

Installation of 1 (144ct FOC) and 2-2" HDPE conduit, tracer and tape

- Angle between centerline of right-of-way and wireline will be 90 degrees.
- Number of RR Co.'s tracks to be crossed 1 Number of pole lines crossed 0
- Crossing will be: Transmission _____ Distribution _____ Service _____
- Altering current _____ voltage _____ No. of Phases _____ Hertz _____
- Direct Current _____ voltage _____ amperes _____
- Conductors: (a) Number _____ (b) AWG gauge _____ (c) material _____

applications -omnitrax- underground wire line crossing or parallelism; 1/01/2022



APPLICATION FOR UNDERGROUND WIRE OR CABLE LINE CROSSING OR PARALLEL ENCROACHMENT OF PROPERTIES AND TRACK

Telephone (303) 398-4588, Fax (866) 351-9503

- Maximum voltage N/A Maximum current _____
- Max. fault to ground current _____ Ht. of wire supports above ground level _____
- Material (encasement) 2 2" HDPE Outside diameter _____ Wall thickness _____
- Total length within Railroad right-of-way 400' Height of wires above top of rail at 60°F _____
- Sag in Spans at 60°F _____ Height of wires above Railroad communication & signal wires at 60°F _____ Feet
- Bury: Base of rail to top of casing 144" Not beneath tracks _____ Roadway ditches _____
- Type of wire supports _____ Size _____ False dead ends _____
- Number of poles to be located on Railroad Company's right-of-way N/A
- Distance from butt of pole to nearest rail of main track N/A
- Distance from butt of pole to nearest rail of sidetrack N/A
- If additional wire line attachments or revisions are to be made to existing crossing, please advise number and/or date of agreement: _____
- Will line exclusively serve Lessee of Railroad? Y Name St Vrain Valley School District
- Will line run parallel or approx. parallel to Railroad Co.'s tracks? N Distance of parallelism: _____
Please give approximate horizontal separation from our signal and telephone wires _____
- Will line be located in public road right-of-way? Y DOT/AAR Crossing No. 849319E
(If "yes", show name, road number and right-of-way on print). Name of Public Road County Line Road, Longmont CO

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine credit worthiness.

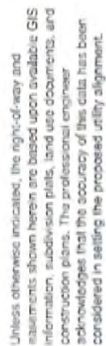
I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: July 29 2024 LIST CHECK NUMBER(S): 40007953
Signature: [Signature]
Name Printed: Ricardus Puskal
Title: Area Manager
Phone No.: 970 278 6028
Fax No.: 970 587 - 4254

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

2

applications -omnitrox underground wire line crossing or parallelism 1/01/2022



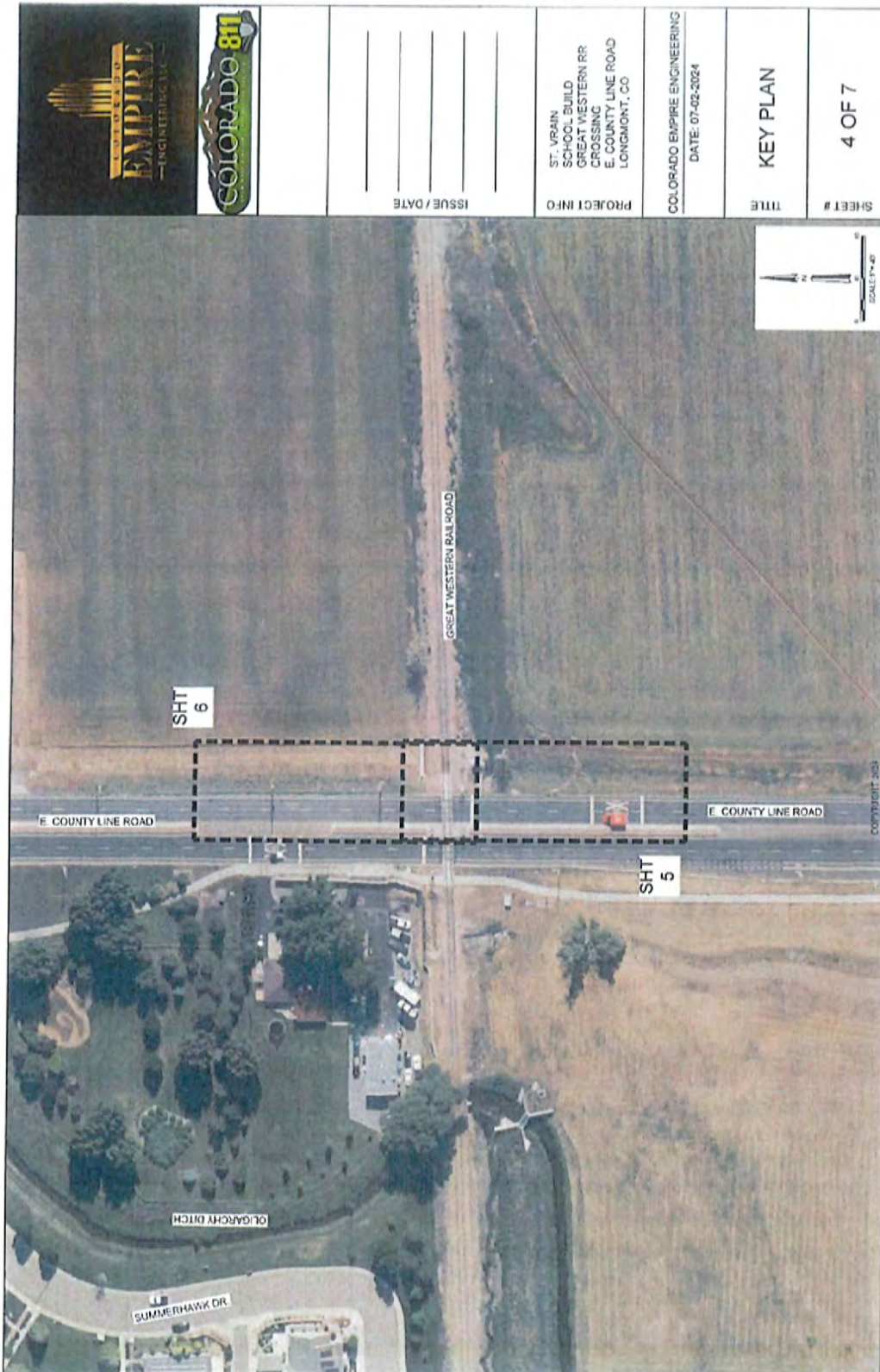
	
ISSUE / DATE	
PROJECT INFO ST. VRAIN SCHOOL BUILD GREAT WESTERN RP CROSSING E. COUNTY LINE ROAD LONGMONT, CO	
COLORADO EMPIRE ENGINEERING DATE: 07-02-2024	
TITLE GENERAL NOTES	
SHEET # 2 OF 7	

CDOT NOTES

1. ALL THE WORK PERFORMED WITHIN THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) RIGHT-OF-WAY SHALL CONFORM TO THE MOST CURRENT EDITION OF THE FOLLOWING PUBLICATIONS:
 - 1.1. STANDARD SPECIFICATIONS FOR THE ROAD AND BRIDGE CONSTRUCTION (ENGLISH)
 - 1.2. CDOT DESIGN STANDARDS (ENGLISH)
 - 1.3. CDOT PLANS PREP MANUAL
 - 1.4. CDOT FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION AS SPECIFIED IN SECTION 1.5 2010 UAM.
2. SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLANS AND THE DEPARTMENT OF TRANSPORTATION STANDARDS, THE ENGINEER/PERMITTEE SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S ENGINEER IN ORDER TO RESOLVE THE DISCREPANCY, IN NO CASE WILL ANYTHING LESS THAN THE DEPARTMENT'S MINIMUM STANDARD BE ALLOWED
3. ALL TRAFFIC STRIPPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
4. REMOVAL OF EXISTING STRIPPING SHALL BE ACCOMPLISHED USING THE "HYDRO-BLAST" METHOD. IF THIS PROCESS DAMAGES/SCARS PAVEMENT, THEN THE PAVEMENT SHALL BE MILLED AND RESURFACED PER CDOT STANDARDS.
5. EXISTING PAVED SHOULDER SHALL BE REMOVED FULL DEPTH PRIOR TO WIDENING OF THE ROADWAY.
6. ALL CURB AND GUTTER AND SIDEWALK WILL BE REMOVED AND REPLACED TO JOINT TO JOIN PER STANDARD INDEX #300 CURB & GUTTER #304/#310 CUT RAMPS & SIDEWALK AS SPECIFIED IN SECTION 1.5 2010 UAM.
7. ALL DISTURBED AREA WITHIN THE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING IN AREA DISTURBED.
8. ALL BROKEN/CRACKED DRIVEWAYS MUST BE FULLY REMOVED AND REPLACED AS SPECIFIED IN SECTION 1.5 2010 UAM #515.
9. BURNING OF ANY MATERIAL OR DEBRIS IS PROHIBITED IN CDOT RIGHT-OF-WAY.
10. ALL LANES MUST BE OPENED FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT.
11. ALL DIRECTIONAL ARROWS SHALL BE PLACED AS ONE SEGMENT.
12. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.
13. ALL PRECAST CONCRETE PRODUCTS TO BE PLACED WITHIN THE CDOT RIGHT-OF-WAY SHALL BE INSPECTED BY CDOT DURING FABRICATION AT THE FABRICATION FACILITY.
14. CONTRACTOR SHALL NOTIFY THE CDOT, MICHAEL (MIKE) SMITH (303) 757-9273, 48 HOURS PRIOR TO STARTING ANY WORK WITHIN THE CDOT RIGHT-OF-WAY.

CDOT/EMPIRE 2024

 				ABBREVIATIONS: EOP EDGE OF PAVEMENT FL FLOW LINE BOC BACK OF CURB BOW BACK OF WALK SL STREET LIGHT FIC FIBER OPTIC MW MILL WRAP AL ALUMINUM CU COPPER CLN CENTURYLINK LOCAL NETWORK HD WATER MH MANHOLE SS SANITARY SEWER STM STORM SEWER TEL TELEPHONE EDM END OF MAIN TYP TYPICAL ABCP ARCHITECTURAL		LEGEND		PROJECT INFO ST. VRAIN SCHOOL BUILD GREAT WESTERN RR CROSSING E. COUNTY LINE ROAD LONGMONT, CO		ISSUE / DATE 		DATE: 07-22-2024 COLORADO EMPIRE ENGINEERING		TITLE LEGEND		SHEET # 3 OF 7	



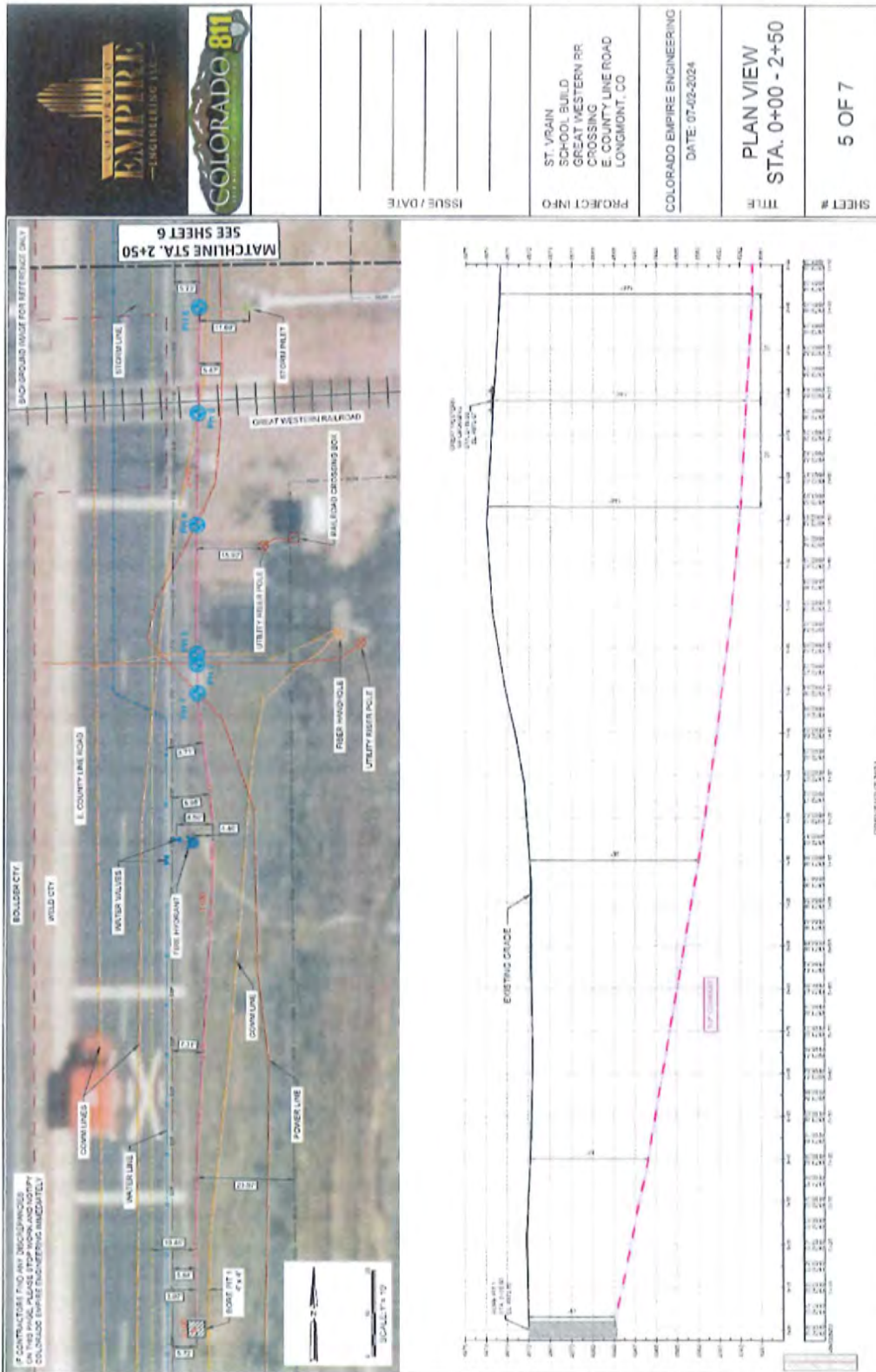
ISSUE / DATE

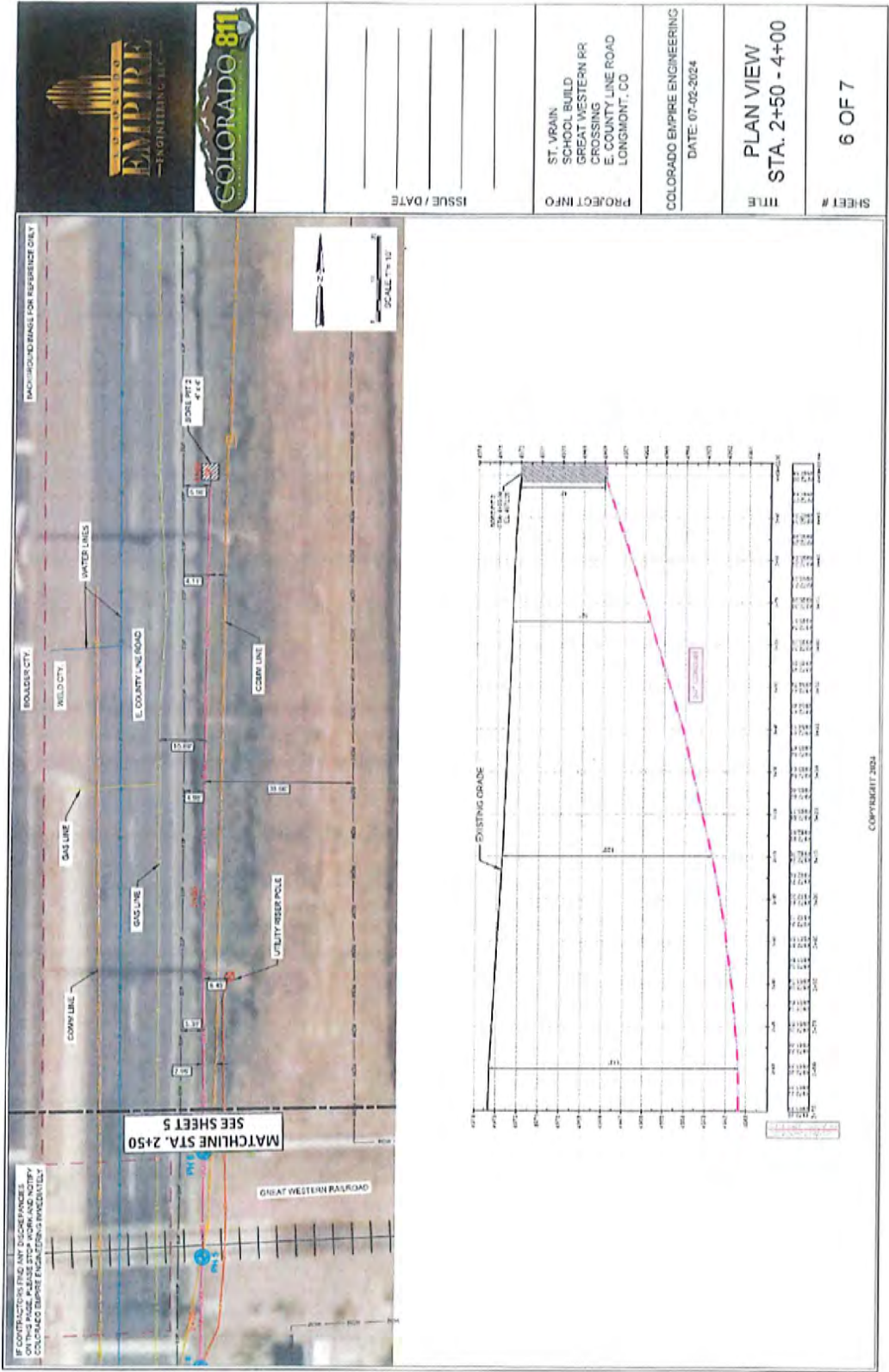
PROJECT INFO
ST. UDRAIN
SCHOOL BUILD
GREAT WESTERN RR
CROSSING
E. COUNTY LINE ROAD
LONGMONT, CO

COLORADO EMPIRE ENGINEERING
DATE: 07-02-2024

TITLE
KEY PLAN

SHEET #
4 OF 7







ST. VRAIN,
SCHOOL BUILD -RR CROSSING-E COUNTY LINE RD -
LONGMONT

SHEET#	POTHOLE #	DESCRIPTION	TOP OF LINE	BOTTOM	SIZE LINE
5	1	POWER			
	2	POWER			
	3	COMM			
	4	POWER			
	5	COMM			
	6	STORM			

ISSUE / DATE

ST. VRAIN,
SCHOOL BUILD,
GREAT WESTERN RR
CROSSING,
E. COUNTY LINE ROAD
LONGMONT, CO

COLORADO EMPIRE ENGINEERING
DATE: 07-02-2024

POTHOLE LOG

SHEET #
7 OF 7

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Utility Services

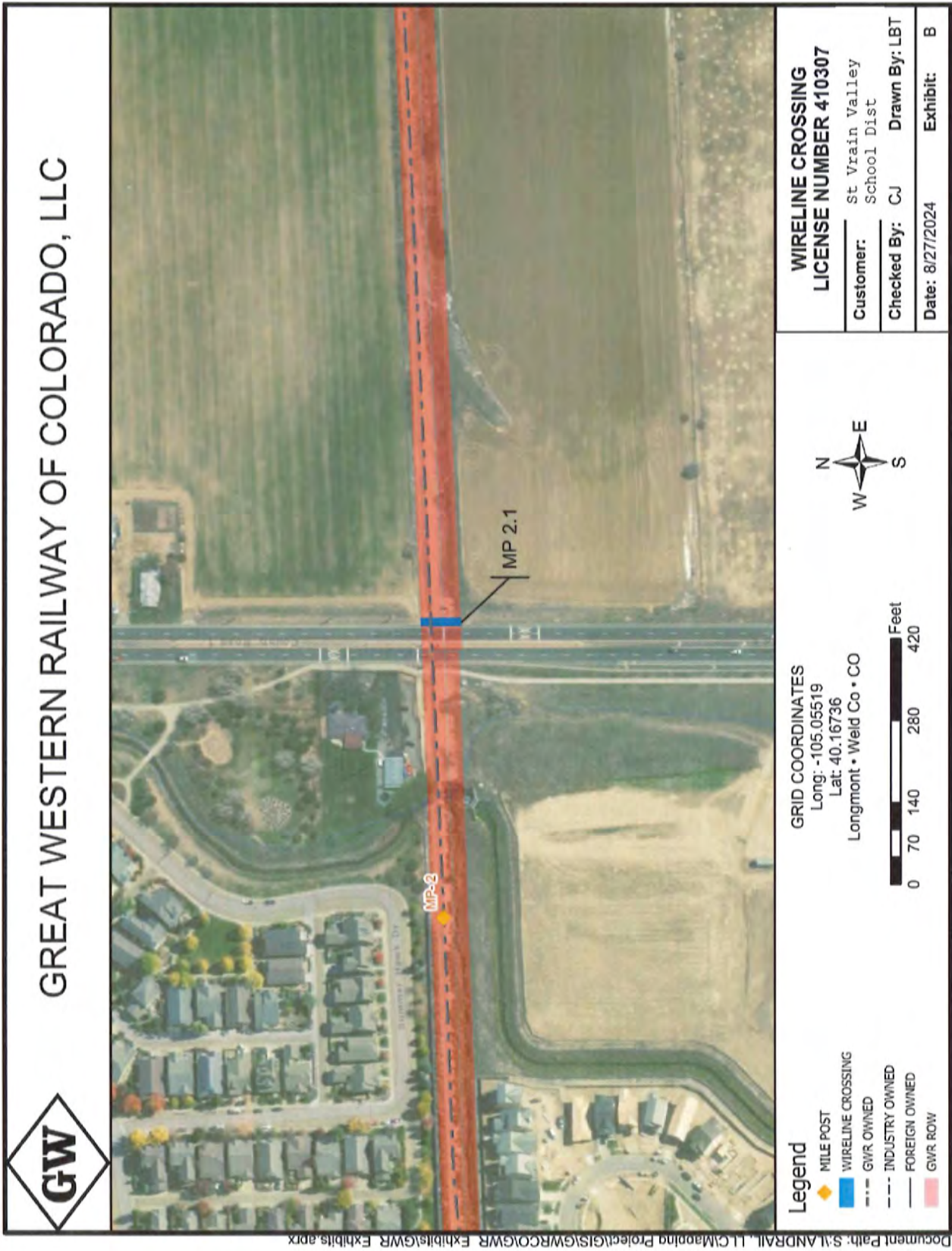
Date: 6/20/2024 Author: Tova Tanquada Project: St. Vrain Valley School ST VRAIN SEG 5
ATSSA CERTIFICATION#: 550280 PHONE#: 870-576-4570 EMAIL: tova.tanquada@mastec.com

Comments:
County Line Rd
Right Lane Closure

NOTES:
1. PLAN NOT TO SCALE
2. All Plan details according to Colorado & MUTCD Standards
3. All devices to be NC-RP350 approved
4. This TCP is subject to field adjustments, when deemed necessary
5. Vertical Panels will be used for Tapers & Tangents on State Highways
6. 25" Retro-Reflective Corners for all Tapers & Tangents
7. TA-28 will be used for all sidewalk closures

TABLE 3 ADVANCE WARNING SIGN PLACING			
ROAD TYPE	DISTANCE BETWEEN SIGNS*		
	A	B	C
URBAN - 25 mph OR LESS	100	50	50
URBAN - MORE THAN 25 - 30 TO 35 mph	150	75	75
URBAN - 35 TO 40 mph	200	100	100
URBAN - 40 TO 45 mph	250	125	125
URBAN - 45 TO 50 mph	300	150	150
URBAN - 50 TO 55 mph	350	175	175
URBAN - 55 TO 60 mph	400	200	200
URBAN - 60 TO 65 mph	450	225	225
URBAN - 65 TO 70 mph	500	250	250
URBAN - 70 TO 75 mph	550	275	275
URBAN - 75 TO 80 mph	600	300	300
URBAN - 80 TO 85 mph	650	325	325
URBAN - 85 TO 90 mph	700	350	350
URBAN - 90 TO 95 mph	750	375	375
URBAN - 95 TO 100 mph	800	400	400
URBAN - 100 TO 105 mph	850	425	425
URBAN - 105 TO 110 mph	900	450	450
URBAN - 110 TO 115 mph	950	475	475
URBAN - 115 TO 120 mph	1000	500	500
URBAN - 120 TO 125 mph	1050	525	525
URBAN - 125 TO 130 mph	1100	550	550
URBAN - 130 TO 135 mph	1150	575	575
URBAN - 135 TO 140 mph	1200	600	600
URBAN - 140 TO 145 mph	1250	625	625
URBAN - 145 TO 150 mph	1300	650	650
URBAN - 150 TO 155 mph	1350	675	675
URBAN - 155 TO 160 mph	1400	700	700
URBAN - 160 TO 165 mph	1450	725	725
URBAN - 165 TO 170 mph	1500	750	750
URBAN - 170 TO 175 mph	1550	775	775
URBAN - 175 TO 180 mph	1600	800	800
URBAN - 180 TO 185 mph	1650	825	825
URBAN - 185 TO 190 mph	1700	850	850
URBAN - 190 TO 195 mph	1750	875	875
URBAN - 195 TO 200 mph	1800	900	900
URBAN - 200 TO 205 mph	1850	925	925
URBAN - 205 TO 210 mph	1900	950	950
URBAN - 210 TO 215 mph	1950	975	975
URBAN - 215 TO 220 mph	2000	1000	1000
URBAN - 220 TO 225 mph	2050	1025	1025
URBAN - 225 TO 230 mph	2100	1050	1050
URBAN - 230 TO 235 mph	2150	1075	1075
URBAN - 235 TO 240 mph	2200	1100	1100
URBAN - 240 TO 245 mph	2250	1125	1125
URBAN - 245 TO 250 mph	2300	1150	1150
URBAN - 250 TO 255 mph	2350	1175	1175
URBAN - 255 TO 260 mph	2400	1200	1200
URBAN - 260 TO 265 mph	2450	1225	1225
URBAN - 265 TO 270 mph	2500	1250	1250
URBAN - 270 TO 275 mph	2550	1275	1275
URBAN - 275 TO 280 mph	2600	1300	1300
URBAN - 280 TO 285 mph	2650	1325	1325
URBAN - 285 TO 290 mph	2700	1350	1350
URBAN - 290 TO 295 mph	2750	1375	1375
URBAN - 295 TO 300 mph	2800	1400	1400
URBAN - 300 TO 305 mph	2850	1425	1425
URBAN - 305 TO 310 mph	2900	1450	1450
URBAN - 310 TO 315 mph	2950	1475	1475
URBAN - 315 TO 320 mph	3000	1500	1500
URBAN - 320 TO 325 mph	3050	1525	1525
URBAN - 325 TO 330 mph	3100	1550	1550
URBAN - 330 TO 335 mph	3150	1575	1575
URBAN - 335 TO 340 mph	3200	1600	1600
URBAN - 340 TO 345 mph	3250	1625	1625
URBAN - 345 TO 350 mph	3300	1650	1650
URBAN - 350 TO 355 mph	3350	1675	1675
URBAN - 355 TO 360 mph	3400	1700	1700
URBAN - 360 TO 365 mph	3450	1725	1725
URBAN - 365 TO 370 mph	3500	1750	1750
URBAN - 370 TO 375 mph	3550	1775	1775
URBAN - 375 TO 380 mph	3600	1800	1800
URBAN - 380 TO 385 mph	3650	1825	1825
URBAN - 385 TO 390 mph	3700	1850	1850
URBAN - 390 TO 395 mph	3750	1875	1875
URBAN - 395 TO 400 mph	3800	1900	1900
URBAN - 400 TO 405 mph	3850	1925	1925
URBAN - 405 TO 410 mph	3900	1950	1950
URBAN - 410 TO 415 mph	3950	1975	1975
URBAN - 415 TO 420 mph	4000	2000	2000
URBAN - 420 TO 425 mph	4050	2025	2025
URBAN - 425 TO 430 mph	4100	2050	2050
URBAN - 430 TO 435 mph	4150	2075	2075
URBAN - 435 TO 440 mph	4200	2100	2100
URBAN - 440 TO 445 mph	4250	2125	2125
URBAN - 445 TO 450 mph	4300	2150	2150
URBAN - 450 TO 455 mph	4350	2175	2175
URBAN - 455 TO 460 mph	4400	2200	2200
URBAN - 460 TO 465 mph	4450	2225	2225
URBAN - 465 TO 470 mph	4500	2250	2250
URBAN - 470 TO 475 mph	4550	2275	2275
URBAN - 475 TO 480 mph	4600	2300	2300
URBAN - 480 TO 485 mph	4650	2325	2325
URBAN - 485 TO 490 mph	4700	2350	2350
URBAN - 490 TO 495 mph	4750	2375	2375
URBAN - 495 TO 500 mph	4800	2400	2400
URBAN - 500 TO 505 mph	4850	2425	2425
URBAN - 505 TO 510 mph	4900	2450	2450
URBAN - 510 TO 515 mph	4950	2475	2475
URBAN - 515 TO 520 mph	5000	2500	2500
URBAN - 520 TO 525 mph	5050	2525	2525
URBAN - 525 TO 530 mph	5100	2550	2550
URBAN - 530 TO 535 mph	5150	2575	2575
URBAN - 535 TO 540 mph	5200	2600	2600
URBAN - 540 TO 545 mph	5250	2625	2625
URBAN - 545 TO 550 mph	5300	2650	2650
URBAN - 550 TO 555 mph	5350	2675	2675
URBAN - 555 TO 560 mph	5400	2700	2700
URBAN - 560 TO 565 mph	5450	2725	2725
URBAN - 565 TO 570 mph	5500	2750	2750
URBAN - 570 TO 575 mph	5550	2775	2775
URBAN - 575 TO 580 mph	5600	2800	2800
URBAN - 580 TO 585 mph	5650	2825	2825
URBAN - 585 TO 590 mph	5700	2850	2850
URBAN - 590 TO 595 mph	5750	2875	2875
URBAN - 595 TO 600 mph	5800	2900	2900
URBAN - 600 TO 605 mph	5850	2925	2925
URBAN - 605 TO 610 mph	5900	2950	2950
URBAN - 610 TO 615 mph	5950	2975	2975
URBAN - 615 TO 620 mph	6000	3000	3000
URBAN - 620 TO 625 mph	6050	3025	3025
URBAN - 625 TO 630 mph	6100	3050	3050
URBAN - 630 TO 635 mph	6150	3075	3075
URBAN - 635 TO 640 mph	6200	3100	3100
URBAN - 640 TO 645 mph	6250	3125	3125
URBAN - 645 TO 650 mph	6300	3150	3150
URBAN - 650 TO 655 mph	6350	3175	3175
URBAN - 655 TO 660 mph	6400	3200	3200
URBAN - 660 TO 665 mph	6450	3225	3225
URBAN - 665 TO 670 mph	6500	3250	3250
URBAN - 670 TO 675 mph	6550	3275	3275
URBAN - 675 TO 680 mph	6600	3300	3300
URBAN - 680 TO 685 mph	6650	3325	3325
URBAN - 685 TO 690 mph	6700	3350	3350
URBAN - 690 TO 695 mph	6750	3375	3375
URBAN - 695 TO 700 mph	6800	3400	3400
URBAN - 700 TO 705 mph	6850	3425	3425
URBAN - 705 TO 710 mph	6900	3450	3450
URBAN - 710 TO 715 mph	6950	3475	3475
URBAN - 715 TO 720 mph	7000	3500	3500
URBAN - 720 TO 725 mph	7050	3525	3525
URBAN - 725 TO 730 mph	7100	3550	3550
URBAN - 730 TO 735 mph	7150	3575	3575
URBAN - 735 TO 740 mph	7200	3600	3600
URBAN - 740 TO 745 mph	7250	3625	3625
URBAN - 745 TO 750 mph	7300	3650	3650
URBAN - 750 TO 755 mph	7350	3675	3675
URBAN - 755 TO 760 mph	7400	3700	3700
URBAN - 760 TO 765 mph	7450	3725	3725
URBAN - 765 TO 770 mph	7500	3750	3750
URBAN - 770 TO 775 mph	7550	3775	3775
URBAN - 775 TO 780 mph	7600	3800	3800
URBAN - 780 TO 785 mph	7650	3825	3825
URBAN - 785 TO 790 mph	7700	3850	3850
URBAN - 790 TO 795 mph	7750	3875	3875
URBAN - 795 TO 800 mph	7800	3900	3900
URBAN - 800 TO 805 mph	7850	3925	3925
URBAN - 805 TO 810 mph	7900	3950	3950
URBAN - 810 TO 815 mph	7950	3975	3975
URBAN - 815 TO 820 mph	8000	4000	4000
URBAN - 820 TO 825 mph	8050	4025	4025
URBAN - 825 TO 830 mph	8100	4050	4050
URBAN - 830 TO 835 mph	8150	4075	4075
URBAN - 835 TO 840 mph	8200	4100	4100
URBAN - 840 TO 845 mph	8250	4125	4125
URBAN - 845 TO 850 mph	8300	4150	4150
URBAN - 850 TO 855 mph	8350	4175	4175
URBAN - 855 TO 860 mph	8400	4200	4200
URBAN - 860 TO 865 mph	8450	4225	4225
URBAN - 865 TO 870 mph	8500	4250	4250
URBAN - 870 TO 875 mph	8550	4275	4275
URBAN - 875 TO 880 mph	8600	4300	4300
URBAN - 880 TO 885 mph	8650	4325	4325
URBAN - 885 TO 890 mph	8700	4350	4350
URBAN - 890 TO 895 mph	8750	4375	4375
URBAN - 895 TO 900 mph	8800	4400	4400
URBAN - 900 TO 905 mph	8850	4425	4425
URBAN - 905 TO 910 mph	8900	4450	4450
URBAN - 910 TO 915 mph	8950	4475	4475
URBAN - 915 TO 920 mph	9000	4500	4500
URBAN - 920 TO 925 mph	9050	4525	4525
URBAN - 925 TO 930 mph	9100	4550	4550
URBAN - 930 TO 935 mph	9150	4575	4575
URBAN - 935 TO 940 mph	9200	4600	4600
URBAN - 940 TO 945 mph	9250	4625	4625
URBAN - 945 TO 950 mph	9300	4650	4650
URBAN - 950 TO 955 mph	9350	4675	4675
URBAN - 955 TO 960 mph	9400	4700	4700
URBAN - 960 TO 965 mph	9450	4725	4725
URBAN - 965 TO 970 mph	9500	4750	4750
URBAN - 970 TO 975 mph	9550	4775	4775
URBAN - 975 TO 980 mph	9600	4800	4800
URBAN - 980 TO 985 mph	9650	4825	4825
URBAN - 985 TO 990 mph	9700	4850	4850
URBAN - 990 TO 995 mph	9750	4875	4875
URBAN - 995 TO 1000 mph	9800	4900	4900
URBAN - 1000 TO 1005 mph	9850	4925	4925
URBAN - 1005 TO 1010 mph	9900	4950	4950
URBAN - 1010 TO 1015 mph	9950	4975	4975
URBAN - 1015 TO 1020 mph	10000	5000	5000
URBAN - 1020 TO 1025 mph	10050	5025	5025
URBAN - 1025 TO 1030 mph	10100	5050	5050
URBAN - 1030 TO 1035 mph	10150	5075	5075
URBAN - 1035 TO 1040 mph	10200	5100	5100
URBAN - 1040 TO 1045 mph	10250	5125	5125
URBAN - 1045 TO 1050 mph	10300	5150	5150
URBAN - 1050 TO 1055 mph	10350	5175	5175
URBAN - 1055 TO 1060 mph	10400	5200	5200
URBAN - 1060 TO 1065 mph	10450	5225	5225
URBAN - 1065 TO 1070 mph	10500	5250	5250
URBAN - 1070 TO 1075 mph	10550	5275	5275
URBAN - 1075 TO 1080 mph	10600	5300	5300
URBAN - 1080 TO 1085 mph	10650	5325	5325
URBAN - 1085 TO 1090 mph	10700	5350	5350
URBAN - 1090 TO 1095 mph	10750	5375	5375
URBAN - 1095 TO 1100 mph	10800	5400	5400
URBAN - 1100 TO 1105 mph	10850	5425	5425
URBAN - 1105 TO 1110 mph	10900	5450	5450
URBAN - 1110 TO 1115 mph	10950	5475	5475
URBAN - 1115 TO 1120 mph	11000	5500	5500
URBAN - 1120 TO 1125 mph	11050	5525	5525
URBAN - 1125 TO 1130 mph	11100	5550	5550
URBAN - 1130 TO 1135 mph	11150	5575	5575
URBAN - 1135 TO 1140 mph	11200	5600	5600
URBAN - 1140 TO 1145 mph	11250	5625	5625
URBAN - 1145 TO 1150 mph	11300	5650	5650
URBAN - 1150 TO 1155 mph	11350	5675	5675
URBAN - 1155 TO 1160 mph	11400	5700	5700
URBAN - 1160 TO 1165 mph	11450	5725	5725
URBAN - 1165 TO 1170 mph	11500	5750	5750
URBAN - 1170 TO 1175 mph	11550	5775	5775
URBAN - 1175 TO 1180 mph	11600	5800	5800
URBAN - 1180 TO 1185 mph	11650	5825	5825
URBAN - 1185 TO 1190 mph	11700	5850	5850
URBAN - 1190 TO 1195 mph	11750	5875	5875
URBAN - 1195 TO 1200 mph	11800	5900	5900
URBAN - 1200 TO 1205 mph	11850	5925	5925
URBAN - 1205 TO 1210 mph	11900	5950	5950
URBAN - 1210 TO 1215 mph	11950	5975	5975
URBAN - 1215 TO 1220 mph	12000	6000	6000
URBAN - 1220 TO 1225 mph	12050	6025	6025
URBAN - 1225 TO 1230 mph	12100	6050	6050
URBAN - 1230 TO 1235 mph	12150	6075	6075
URBAN - 1235 TO 1240 mph	12200	6100	6100
URBAN - 1240 TO 1245 mph	12250	6125	6125
URBAN - 1245 TO 1250 mph	12300	6150	6150
URBAN - 1250 TO 1255 mph	12350	6175	6175
URBAN - 1255 TO 1260 mph	12400	6200	6200
URBAN - 1260 TO 1265 mph	12450	6225	6225
URBAN - 1265 TO 1270 mph	12500	6250	6250
URBAN - 1270 TO 1275 mph	12550	6275	6275
URBAN - 1275 TO 1280 mph			

Exhibit B



MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Purchase of Instructional Materials in Support of K-3 Wilson Foundations Phonics Program
Strategic Priority - Rigorous, Well Aligned Standards, Curriculum, Instruction and Assessment

RECOMMENDATION

That the Board of Education approve the purchase of student workbooks for the K-3 Wilson Foundations Phonics Program from Wilson Language Training for a total amount of \$240,981.00.

BACKGROUND

This annual purchase provides consumable student workbooks for all kindergarten through third grade students in alignment with our robust reading foundations program, Wilson Foundations. Wilson Language Training is the sole source of these materials.

Wilson Foundations is a research-based program used to provide multisensory, systematic and explicit instruction in reading foundations. Foundations' lessons focus on carefully sequenced skills that include print knowledge, alphabet awareness, phonological awareness, phonemic awareness, decoding, vocabulary, fluency, and spelling. These supplementary materials will be used in District kindergarten through third-grade classrooms to advance foundational reading skills.

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Lease Agreement with Cellco Partnership d/b/a Verizon Wireless
Strategic Priority - Strong District Finances

RECOMMENDATION

That the Board of Education approve the lease agreement with Cellco Partnership, d/b/a Verizon Wireless, to maintain and operate existing communications equipment at the Career Elevation and Technical Center (CETC). Further, authorize Brian Lamer, Assistant Superintendent of Operations, to execute all appropriate documents.

BACKGROUND

Verizon Wireless has had communications equipment located at CETC since 2015. This Agreement is the Second Amendment to Contract C-2015-012, which expired January 31, 2025.

The Agreement is for a five (5) year period (February 1, 2025 – January 31, 2030). The lease payment for the first year would be \$32,253.99 with an annual increase of 3% per year for each subsequent year, with one (1) automatic five-year renewal option. This Agreement will provide \$171,240.81 in revenue to the District for the initial five-year period.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Second Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between St. Vrain Valley School District RE-1J ("District"), and Cellco Partnership d/b/a Verizon Wireless, successor-in-interest to Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Tenant"). District and Tenant (or their predecessors in interest) entered into that certain Lease Agreement dated February 24, 2015, as may have been previously amended and/or assigned (the "Agreement"), pursuant to which Tenant is licensing from District a portion of that certain property located at 200 South Sunset Street, City of Longmont, County of Boulder, State of Colorado, as more particularly described in the Agreement. District and Tenant may be referenced in this Second Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on January 31, 2025. Commencing on February 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 1 additional term of 5 years ("Additional Extension Term"), unless Tenant terminates the Agreement by giving District notice of such termination at least 30 days prior to the expiration of the Initial Extension Term.

2. Rent. Commencing on February 1, 2025, the annual rent shall be \$32,253.99 to be paid annually, in advance, to District or such other person as District may designate in writing at least 30 days in advance of any rental payment date. Beginning on February 1, 2026, the annual rent shall increase by 3 % over the annual rent then in effect and by 3 % over the then current annual rent on each one-year anniversary of February 1, 2026 thereafter.

3. Notice Address. The notice address for Tenant in the Agreement is hereby amended as follows:

If to Tenant: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

4. Colorado Required Provisions.

- a) Any and all contractual financial obligations of the District that are payable after the current fiscal year are contingent on money to pay the obligations being appropriated, budgeted, and otherwise made available; and
- b) Tenant shall comply with all applicable federal, state, and local laws, rules and regulations in effect when this Second Amendment is executed, including, without limitation, laws, rules, and regulations applicable to discrimination and unfair employment practices.
- c) A term or condition in the Agreement is void ab initio if the term or condition:
 - i. Requires District to indemnify or hold harmless Tenant;
 - ii. Specifies that District agrees to binding arbitration or to any other binding extra-judicial dispute resolution process;
 - iii. Specifies that District agrees to limit liability of Lessee for bodily injury, death, or damage to property of District that is caused by the negligence or willful misconduct of Lessee;
 - iv. Purports to waive, alter, or limit the application of any provision of the "Colorado Governmental Immunity Act," §24-10-101 et seq., C.R.S.; or
- d) If the Agreement contains a term or condition that is void ab initio under section 4(c) above, the Agreement is otherwise enforceable as if it did not contain the void term or condition.

5. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall control. In addition, except as otherwise stated in this Second Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.

6. Ratification and Reaffirmation. District and Tenant do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Second Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Second Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Second Amendment is effective and entered into as of the date last written below.

District:

St. Vrain Valley School District RE-1J

By: _____

Name: _____

Title: _____

Date: _____

Tenant:

Cellco Partnership d/b/a Verizon Wireless

By:  _____

Name: **Stephanie Milsch** _____

Title: **Sr Dir-Ntwk Engineering** _____

Date: **3/25/2025** _____

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Request to Grant an Exception to Board Policy GBEA - Staff Ethics/Conflict of Interest - Ben Rauschkolb
Strategic Priority - Outstanding Communication and Collaboration with Community and Corporate Partners

RECOMMENDATION

That the Board of Education allow an exception to the current Board Policy GBEA - Staff Ethics/Conflict of Interest. This exception would allow the Communications Department to contract Ben Rauschkolb to provide photography services for graduation.

BACKGROUND

Board Policy GBEA - Staff Ethics/Conflict of Interest, states, "No district employee, or firm owned by a district employee or member of the employee's immediate family, shall be allowed to sell goods or services of any kind to the school district, its schools, or staff without express prior written consent of the Board of Education."

Ben Rauschkolb volunteered with the district two years ago and performed remarkably well. Since then, he has continued to pursue event photography as a career following his graduation. With the previous contractors unavailable during graduation, Mr. Rauschkolb is a strong candidate to support the Communications Department's photography needs for the event.

Ben Rauschkolb's father, Eric Rauschkolb, is the principal at Niwot High School. Due to his father's standing as a district employee, Mr. Rauschkolb is requesting a waiver from Board Policy GBEA, to provide his photography services to the Communications Department.

As a result of the administration's review of the facts and circumstances, we do not believe that there is a prohibited conflict, as Eric Rauschkolb has no ability to control or direct the services to be provided by his son.

Therefore, the administration recommends approval of this exception, with services for the 2024-2025 school year not to exceed \$5,000. If the services should exceed \$5,000, the exception will be brought back to the Board of Education for additional approval.

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of Resolution Proclaiming Teacher Appreciation Week and Substitute Teacher Appreciation Week, May 5-9, 2025
Strategic Priority – Outstanding Teachers and Staff

RECOMMENDATION

That the Board of Education adopt the attached proclamations in honor of Teacher Appreciation Week and Substitute Teacher Appreciation Week, May 5-9, 2025.

BACKGROUND

Each year, proclaiming these dates as Teacher Appreciation Week and Substitute Teacher Appreciation Week helps to promote public awareness of the importance of the role of teachers and substitutes in public schools. This week is dedicated to honoring and expressing our gratitude to the dedicated educators who play a vital role in shaping the lives of our students.

Teachers and substitute teachers are the backbone of the St. Vrain Valley Schools, working to inspire, educate, and support our students every day. Their commitment to excellence, innovation, and compassion significantly impacts the lives of those they teach, fostering a love for learning that extends far beyond the classroom.

TEACHER APPRECIATION WEEK PROCLAMATION

WHEREAS, today's teachers mold future citizens through their guidance and education; and

WHEREAS, today's teachers encounter students of widely differing backgrounds and abilities; and

WHEREAS, society expects public education to provide quality services to all children, no matter what their backgrounds or abilities, and

WHEREAS, the country's future depends, in large measure, upon the education youth receive today; and

WHEREAS, teachers are charged with the daunting task of ensuring that no child is left behind by public schools; and

WHEREAS, teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students and performing community service; and

WHEREAS, the St. Vrain Valley School District recognizes that its teachers are providing quality educational services to our children.

NOW, THEREFORE, BE IT PROCLAIMED, the week of May 5-9, 2025 is **TEACHER APPRECIATION WEEK** in our communities. The St. Vrain Valley School District urges all citizens to join in recognizing the dedication and hard work of our teachers by expressing appreciation for a "job well done".

PROCLAIMED WEDNESDAY, APRIL 23, 2025

BOARD OF EDUCATION

Meosha Babbs, Member
Jim Berthold, Vice President
Jocelyn Gilligan, Treasurer
Sarah Hurianek, Secretary
Geno Lechuga, Member
Karen Ragland, President
Jackie Weiss, Assistant Secretary

SUPERINTENDENT OF SCHOOLS

Dr. Don Haddad

**SUBSTITUTE TEACHER APPRECIATION WEEK
PROCLAMATION**

WHEREAS, the St. Vrain Valley School District joins the nation in recognizing substitute teachers as an essential part of the District's education system; and

WHEREAS, substitute teachers are dedicated to providing quality instruction for the students of this District; and demonstrate their commitment to giving time, energy, effort and talents in the best interest of all students; and

WHEREAS, the substitute teachers of the District provide an invaluable service of teaching students in the absence of their regular teacher in a most professional manner; and play a vital role to ensure the quality of students' education;

NOW, THEREFORE, BE IT PROCLAIMED, the week of May 5-9, 2025 is **SUBSTITUTE TEACHER APPRECIATION WEEK** in our communities. The St. Vrain Valley School District urges all citizens to join us in saluting these dedicated men and women.

PROCLAIMED WEDNESDAY, APRIL 23, 2025

BOARD OF EDUCATION

Meosha Babbs, Member
Jim Berthold, Vice President
Jocelyn Gilligan, Treasurer
Sarah Hurianek, Secretary
Geno Lechuga, Member
Karen Ragland, President
Jackie Weiss, Assistant Secretary

SUPERINTENDENT OF SCHOOLS

Dr. Don Haddad

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Aspen Ridge Preparatory School Contract Renewal
Strategic Priority - Portfolio of 21st-Century Instructional Focus Schools and
Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the 2025-2030 contract with Aspen Ridge Preparatory School.

BACKGROUND

The District negotiated and renewed a standardized five year contract document with the charter schools. All charter school contracts were discussed at the April 9, 2025 Board Meeting and are presented individually for approval.



**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 July 01, 2025 (“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, 2025 for a five-year period, terminating on June 30, 2030. 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, 2030 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, 2031 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
~~2025-02-13 18:31 UTC~~
Eric Rinard, President
Board of Directors

ATTEST:



Liz Locricchio
2025-02-14 15:16 UTC
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.

Rationale and Replacement Plans for Waivers from State Statute and Rule

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

School Name	Aspen Ridge Preparatory School
School Address	705 Austin Avenue, Erie, 80516
Charter School Waiver Contact	Charla Salmeron
Contact's Phone Number	720-242-6225
Contact's Email	csalmeron@aspenridgeprepschool.org
District Contact Name	Matthew Buchler
Contact's Phone Number	303-579-6404
Contact's Email	buchler_matthew@svvdsd.org

Charter School Automatic Waivers as of 6/2/17 to present

Statutory Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k)(l), C.R.S.	Local board powers-Policies relating the in-service training and official conduct

22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act-Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S.	School Year-National Holidays

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

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

C.R.S. § 22-2-112(1)(q)(I) Educator Preparation Program Reporting

Rationale: The general design of this statute was written with a focus on practices that apply to BOCES and school districts, but don't align perfectly to charter models – particularly those that do not use probationary/non-probationary statuses, and employ unlicensed educators. As a result, the waiver seeks to present an approach for the charter school to meet the general intent of the statute aligned to the operational structures of the more autonomous school model.

Replacement Plan: The Aspen Ridge Preparatory School's Head of School or designee will oversee the evaluation of all personnel. Should any other designated administrator not have Principal Licensure, this should not preclude him or her from administering the evaluations under the direction of the Head of School. The Board of Directors of the school shall oversee the evaluation for the Head of School.

Aspen Ridge Preparatory School will use its own evaluation system as agreed to in the charter contract with St. Vrain Valley School District to annually evaluate all educators and any other licensed personnel. Aspen Ridge Preparatory's evaluation system will, at a minimum, measure all educator standards outlined in the statute. Staff will be annually trained in this evaluation system. The methods used for the school's evaluation system will include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, be based on research-based practices guiding the science of reading, have the goal of improving student academic growth, and meet or exceed the quality standards established in State Board rule. All applicable staff will receive an annual evaluation that provides ratings that align with the state data collection. Overall ratings will also be based, in part, on measures of student learning, and a percentage that aligns to the current percentage defined in statute. Teacher performance ratings data will be reviewed by the school administration and administrator ratings will be reviewed by the charter board of directors and be used to inform hiring practices and personalized professional development. Leadership from Aspen Ridge Preparatory School shall be encouraged to consult with CDE on the design of the teacher evaluation framework to find opportunities for greater alignment between the local model and state practices.

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

Financial Impact: The Aspen Ridge Preparatory School 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: Aspen Ridge Preparatory School 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 in place to provide staff with evaluation feedback and to monitor educator effectiveness as it relates to the Aspen Ridge Preparatory School's expectations in teaching children.

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

C.R.S. § 22-32-109(1)(n)(I) Board of Education-Specific Duties School Calendar
C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar
C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours

Rationale: Aspen Ridge Preparatory School will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the St. Vrain Valley School District. Aspen Ridge Preparatory School will always meet at least the minimum required time and days as outlined in state law.

Replacement Plan: The final calendar and the school's daily schedule will be designed and approved by the Aspen Ridge Preparatory's Board of Directors and will meet or exceed the requirements in state statute. A copy of the calendar will be distributed to parents of Aspen Ridge Preparatory School. To the extent possible, Aspen Ridge Preparatory School will endeavor to develop a calendar that aligns with the calendar of the St. Vrain Valley School District.

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

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or the Aspen Ridge Preparatory School budget.

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

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

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

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

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

Rationale: In order to manage its own budget and finances, Aspen Ridge Preparatory School must be granted the authority to develop its own financial policies and practices. Aspen Ridge Preparatory School, rather than the St. Vrain Valley School District is in the best position to know what goods and services are needed and which vendors and providers may be available.

Replacement Plan: Aspen Ridge Preparatory School's Board of Directors has adopted a policy concerning competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. Aspen Ridge Preparatory School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations. Additionally, the board has adopted a policy for accepting gifts, grants and donations.

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

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or the Aspen Ridge Preparatory School budget.

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

Expected Outcome: Aspen Ridge Preparatory School expects that, because of this waiver, it will be able to manage its own financial affairs.

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

C.R.S. § 22-63-201 Employment Certificate Required

Rationale: Aspen Ridge Preparatory School must be granted the authority to hire teachers and principals that will support the school's goals and objectives. The Head of School will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer. Aspen Ridge Preparatory School will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience.

Replacement Plan: All Aspen Ridge Preparatory School employees will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. All school employees will meet applicable fingerprinting and background check requirements. Special Education Teachers will hold the requisite state license and endorsement. Aspen Ridge Preparatory School will report the number of in field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

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

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the St. Vrain Valley School District or the Aspen Ridge Preparatory School budget.

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

Expected Outcome: As a result of this waiver, Aspen Ridge Preparatory School will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

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

C.R.S. § 22-63-202 Teacher Employment

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

Rationale: To manage its own personnel, Aspen Ridge Preparatory School must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment.

Replacement Plan: All Aspen Ridge Preparatory School employees will be employed on an at-will basis. Aspen Ridge Preparatory School has written teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. As a result of these waivers, the school will be able to employ

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				
BDFB*	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				
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BEDG	Minutes				
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BIBA-R	Board Member Travel, Conventions, Workshops and Other Expenses – Regulation				
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EBCB	Safety Drills and Exercises				
EBCB-R	Safety Drills – Regulation				
EBCB-E	Record of Fire Evacuation Drill (Fire Code Section 405.5) – Exhibit				
EBCE	School Closings and Cancellations	X	X		Reopening Schools

ECA/ECAB	Security/Access to Buildings				
ECAC	Vandalism				
EEA	Student Transportation	X	X		
EEAA	Walkers and Riders	X	X		
EEAC	Bus Scheduling and Routing	X	X		
EEAE	Bus Safety Program	X	X		
EEAEA	School Transportation Vehicle Operator Requirements and Training	X	X		
EEAEAA*	Drug and Alcohol Testing for CDL Drivers	X	X		
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation	X	X		
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EFEA*	Nutritious Food Choices				
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FBC*	Prioritization of Facility Improvements	X	X		
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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		
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FEG	Construction Contracts Bidding and Awards				
FEGB	Contractor's Insurances, Affidavits and Guarantees				
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FFA	Dedications, Memorials and Recognitions	X	X		
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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				
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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		
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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		
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GDBA	Support Staff Compensation	X	X		
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GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation	X	X		
GDG	Part-Time and Substitute Support Staff Employment	X	X		

GDO	Evaluation of Support Staff	X	X		
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IG	Curriculum Development	X	X		
IHAI	Career and Technical Education	X	X		
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IHBB	Gifted Education	X	X		
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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		
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IJNDAB*	Instruction through Online Programs	X	X		
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IJOA-E	Field Trip/Activity Permission Form – Exhibit	X	X		
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IJOC-E	School Volunteer Application – Exhibit	X	X		
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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		
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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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JF-E	Admissions and Denial of Admissions – Exhibit				
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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				
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JFBA/JFBB	Open Enrollment			2020 Legislation	
JFBA/JFBB-R	Open Enrollment – Regulation				
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JFC-R	Student Withdrawal from School/Dropouts – Regulation				
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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		
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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		
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JICEC*	Student Petitions and Distribution of Non-Curricular Materials	X	X		
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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		
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JII-E	Grievance Form – Exhibit	X	X		
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JJJ-R	Extracurricular, Co-Curricular and Intramural Activity Eligibility – Regulation	X	X		
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JK-R	Student Discipline – Regulation				
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JKG*	Expulsion Prevention				
JLC	Student Health Services and Requirements				
JLC-R	Student Health Services and Requirements (Special Health Problems) – Regulation				
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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				
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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					
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				
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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 |

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Executive Summary



Priority Performance Challenges

- *CMAS English Language Arts Growth*



Root Cause

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



Major Improvement Strategies

- 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



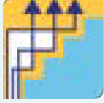
Increased
formative data
collection.

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

08/09/2023
05/26/2025
Quarterly

School Leadership

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	



a05PU000003GUOc

10/15/2024

10/31/2025

Instructional Staff
and
Interventionists



a05PU000003BNXT

10/15/2024

10/31/2025

Instructional Staff



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



Professional
Development-Backwards
Design Lesson Planning

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

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	



a05PU000003GVr1

10/15/2024

10/31/2025

School Leadership



a05PU000003GVr2

10/15/2024

10/31/2025

Instructional Staff
and
Interventionists

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 Rate	Parent Excusals	Accountability Participation Rate	Rating
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.

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)		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

Percent of Students On Track for ELP Growth Targets

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%

Cut-Points for Each Performance Indicator

Achievement;	Cut-Point: The district or school earned...of points eligible	
Growth;	• at or above 87.5%	Exceeds
Postsecondary Readiness	• 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

Total Possible Points by Performance Indicator

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

Cut-Points for Plan/Category Type Assignment

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

* School data used as baseline: 2016 for CMAS & CoAlt ELA & Math (g3-8). 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
	<u>Notice of Team Meeting</u> ___ 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>). ___ 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).
	<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>) ___ Procedural Safeguards given or mailed to parents. ___ Parent involvement and information included in decision making. (<i>There is no legal requirement to conduct an evaluation planning meeting</i>). ___ Discussion of conducting a comprehensive evaluation. ___ Assistive Technology (AT) considered. ___ Transition evaluation completed for students 7th grade and up. ___ 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). ___ PWN must be completed for students who do not qualify for special education services.
	<u>Conduct Evaluation</u> ___ Communicate with team members ___ All items on the Evaluation PWN are completed ___ Evaluation and Report must be completed within 30 School Days of signed permission or 14 day. <u>Evaluation Report</u> ___ Reason for referral ___ Background/information reported by parents ___ Educationally relevant medical findings ___ Special considerations ___ Areas assessed (intellectual, academic, transition etc). Must match the Eval PWN. ___ Present Level of Performance Statements and Educational needs ___ Evaluation data ___ Academic and functional performance in the classroom ___ Input from all those working with the student ___ Information from observations, work samples, curriculum-based measures, grades, health history, state and district assessments. ___ Educational Needs. ___ Address skills/behaviors to improve in order to participate in general education ___ Educational needs related to information from the evaluation ___ Observations: Conduct in area(s) of concern, Use some type of structure/observation format. ___ Summary: All areas on PWN addressed; addresses eligibility ___ Adaptations/Modifications ___ Eligibility Criteria ___ Notice of Team Meeting to discuss results (either IEP or Does Not Qualify). See notice requirements above. ___ Complete PWN for students who don't qualify.

Date	Individual Education Plan (IEP) Special Education
	<u>Notice of Team Meeting</u> ___ Legally required core members ___ 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. ___ Meeting held on or before the meeting day of the previous IEP.
	<u>Individualized Education Plan (IEP) - Identifying information</u> ___ Legal Core Team Members ___ 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 ___ Team members initial/sign attendance sheet or team meeting notice ___ Student and parent information filled out accurately ___ Disability listed ___ Federal setting code ___ Progress report: frequency (at least as often as non-disabled peers) & method <u>Agreement Regarding IEP Team Member Attendance and Information Provided by Absent Team Member forms</u> completed for each team member not in attendance.
	<u>Present Levels of Academic Achievement & Functional Performance</u> 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). ___ Academic and functional performance in the classroom ___ Input from all those working with the student ___ Information from observations, work samples, curriculum-based measures, grades, health history, state and district assessment (if included in the information plan) <u>Educational Needs:</u> Derive Educational needs from the present level. Needs will drive goals, accommodations and modifications
	<u>Transition Planning</u> ___ Measureable Postsecondary goals for education or training, employment, and where appropriate independent living skills. ___ 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. ___ Anticipated month and year of graduation determined. ___ Recorded transition services/activities that will assist the student in achieving their postsecondary goals and recorded agency/district/parent responsible for providing. ___ 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).
	<u>Measurable Annual Goals and Benchmarks</u> ___ Goals are written using the Specific, Measurable, Attainable, Realistic, Time based framework. Derived from PLAAFP and Needs with statements going FROM... TO... ___ If applicable, annual transition goals are driven by postsecondary goals of student. ___ Related to meeting student's needs that result from the identified disability and needs identified by the team through the current evaluation. ___ Includes a description of how the student's progress toward meeting their goal(s) will be measured.

	<u>Services</u> ___ Special education and related services are listed ___ Box 1: Disability area ___ Box 2: Instructional area ___ Service start date is 14 days from the date the Prior Written Notice (PWN) was sent home. ___ Anticipated frequency, location, and duration for services and supports is updated.
	<u>Paraprofessional Support</u> ___ Includes a statement of the student's need for and the <i>specific</i> responsibilities of a paraprofessional.
	<u>Assistive Technology (AT)</u> ___ Must be considered for students.
	<u>Special Transportation</u> ___ Is a Related Service and data is needed to support a need for special bussing and special equipment/personnel required.
	<u>Extended School Year (ESY)</u> ___ Data collected to determine a need or lack thereof for services.
	<u>Least Restrictive Environment (LRE)</u> ___ 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.
	<u>Accommodations/Modifications/Supports</u> ___ Includes a statement of the program modifications and supports for school personnel. ___ 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.
	<u>Assessments</u> ___ 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. ___ Appropriate accommodations for student are chosen based on needs. ___ Explanations of how accommodations selected are representative of those used in the classroom for each assessment. ___ Update when the student meets each graduation assessment requirement with date and score. ___ Parental Notification of Alternate Assessment is checked if appropriate. ___ If appropriate, discussed and recorded student participating in state assessments for ELL.
	<u>Parental Notification</u> ___ Prior Written Notice along with Parental Consent/Objection Form was completed and sent to parent with new IEP. ___ Parent Procedural Safeguards afforded to parents annually.
	<u>Other Considerations</u> ___ IEP meeting was conducted within 30 calendar days of determining that a child needs special education and related services. ___ 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> ___ Assure there is a direct relationship between the evaluation, present levels of performance, goals and objectives, and services (internal consistency). ___ IEP/accommodations/modifications shared with appropriate general education staff. ___ Positive Behavior Support Plan included for student with behavioral needs. ___ Individual Health Plan and/or PCA Plan of Care included with IEP.

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
	<u>Graduation/Aging Out</u> <i>(encouraged to conduct an exit meeting)</i> ___ 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: ___ anticipated date of graduation ___ service page: ending dates of when student graduates ___ Progress reports must have data to support goals that are met. <i>**Provide students with a copy of evaluation, IEP, progress reports, and summary of performance**</i>

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):

[illegible]

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Date _____

Date

Student Name:

FERPA Requests

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		

☐ Progress Reports ☐ Medical records or reports/School Nurse ☐ IEE reports ☐ Transportation ☐ Check for updates or amendments on any of above records		
OTHER RECORDS ☐ ☐ 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

EXHIBIT J
Additional Services Agreement
Aspen Ridge Preparatory School

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

District Technology Services				
Required Services Pursuant to Section 10.4		FY25		
Required Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Infinite Campus License	581	\$ 13.82		\$ 8,029.42
PowerSchool Unified Insights		4.07		2,364.67
PowerSchool Performance Matters		6.53		3,793.93
PowerSchool Special Programs (SPED IEP system)		2.87		1,667.47
Classlink		2.84		1,650.04
Microsoft Azure Authentication and MultiFactor Authentication	12		\$ 59.98	719.76
Personnel Costs (IC, Unified Insights, ClassLink, etc.)		16.56		9,621.36
Total				\$ 27,846.65
Optional Services				
Optional Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Google Workspace for Education Plus (Required for TPCA)	0	\$ 3.70		\$ -
Meet the Teacher (Aspen Ridge, Flagstaff, Montessori, Twin Peaks only)*				711.67
Webex (TPCA only)	0		\$ 90.04	-
Total				\$ 711.67
Human Resources				
RedRover & Applitrack (Frontline)	RedRover Use (1 or 0)	Annual Cost	Total Cost	
RedRover License (may not be available)	1	\$ 1,500.00	\$	1,500.00
Total			\$	1,500.00
Warehouse				
Delivery Service	Delivery Service (1 or 0)	Annual Cost	Total Cost	
Delivery Service	1	\$ 3,000.00	\$	3,000.00
Total			\$	3,000.00
Total Exhibit J Service/License Costs:			\$	33,058.32

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

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

Ad Hoc - As Requested Basis

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

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

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

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

Student Services:

- Hearing and Vision Screenings for Schools under 400 Students: \$300 for initial screening; \$105 for rechecks
- Hearing and Vision Screenings for Schools over 400 Students: \$600 for initial screening; \$210 for rechecks
- Truancy Filings (\$55/hour)

State Categorical Aid:

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

Federal Categorical Aid:

- Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.

- Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:

- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs
- MTSS/PBIS Support
- Classroom Management
- Partners in Education (PIE) Master's Program Coaching
- New Teacher Induction/What I Didn't Learn in College
- New Administrator Induction
- Teacher Mentor Training

Financial Services:

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

Acknowledged by:

Charla Salmeron

Name

Charla Salmeron

Signature

Head of School

Title

12/04/2024

Date

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Carbon Valley Academy Contract Renewal
Strategic Priority - Portfolio of 21st-Century Instructional Focus Schools and
Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the 2025-2030 contract with Carbon Valley Academy.

BACKGROUND

The District negotiated and renewed a standardized five year contract document with the charter schools. All charter school contracts were discussed at the April 9, 2025 Board Meeting and are presented individually for approval.

**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
CARBON VALLEY ACADEMY**

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**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
CARBON VALLEY ACADEMY**

This Contract is made and entered on July 01, 2025 (“Effective Date”) by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the “District” and **CARBON VALLEY ACADEMY.**, 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, 2025, 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 Carbon Valley Academy.

Charter Board shall mean the Carbon Valley Academy 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 8, 2004.

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, 2025 for a five-year period, terminating on June 30, 2030. 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, 2030 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, 2031 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. By law, extensions of the contract pursuant to this paragraph also extend the term of the waivers granted in connection with the contract. 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 or 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.

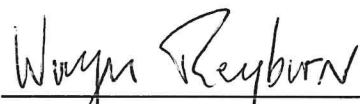
CARBON VALLEY ACADEMY K-8

4040 Coriolis Way

Longmont, CO 80504

By 
Christa (Burger) Hafemann, President
Board of Directors

ATTEST:


Wayne Reyburn, Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

395 S. Pratt Parkway

Longmont, CO 80501

303-682-7203

(fax) 303-682-7343

By _____
Karen Ragland, President
Board of Education

ATTEST:

Sarah Hurianek, Secretary
Board of Education

EXHIBIT A WAIVERS FROM STATE LAW AND/OR REGULATIONS

EXHIBIT B DISTRICT POLICY EXEMPTIONS/WAIVERS

SVVSD BOARD POLICIES eff 07/2019		Automatic Waivers	CVA	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			Title IX	New
AC-R-1 (Option 2)	Nondiscrimination/Equal Opportunity (Complaint and Compliance Process) - Superintendent employee			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	Gifting, Awards, Honorariums and Sponsorships				
BCAA-E	Giftings, 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	
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 Operator	X	X		
EEAFA	Extracurricular Activity Buses/Field Trips/Special Events Transportation				
EEAFA-R	Extracurricular Activity Buses/Field Trips/Special Events Transportation – Regulation				
EEAFB*	Use of School Buses by Community Groups				
EEAFB*-R	Use of School Buses by Community Groups – Regulation				
EEAG	Student Transportation in Private Vehicles				
EEAG-R	Student Transportation in Private Vehicles – Regulation				
EEAG-E	Form for Drivers of Private Vehicles – Exhibit				
EEBA	School Transportation Vehicles (Use of Safety Belts)				
EEBAA	Use of Wireless Communication Devices by Employees Driving District-Owned Vehicles				
EF	School Nutrition Program	X	X		
EFC	Free and Reduced-Price Food Services				
EFEA*	Nutritious Food Choices				
EGAD	Copyright Compliance				
EGAEA	Electronic Communication				
EHB	Records Retention				
EI	Insurance Program/Risk Management				
EID*	Compliance with the Health Insurance Portability and Accountability Act				
EIE*	Compliance with the Affordable Care Act				

EJ	Service Animals				
EJ-R	Service Animals – Regulation				
EJ-E-1	Appendix A – Request to be Accompanied by Service Animal/Miniature Horse (Annual Request Required) – Exhibit				
EJ-E-2	Appendix B – Service Animal/Miniature Horse Agreement – Exhibit				
SECTION F - FACILITIES PLANNING AND DEVELOPMENT					
FA	Facilities Development Goals/Priority Objectives	X	X		
FA-R	Facilities Development Goals/Priority Objectives – Regulation	X	X		
FB	Facilities Planning	X	X		
FB-R	Long-Range Facilities Planning Committee – Regulation	X	X		
FBC*	Prioritization of Facility Improvements	X	X		
FC	School Capacity Mitigation	X	X		
FD	Facilities Funding	X	X		
FDA	Bond Campaigns	X	X		
FDB	Voluntary Capital Mitigation	X	X		
FDB-R	Voluntary Capital Mitigation – Regulation	X	X		
FEA	Educational Specifications for Construction	X	X		
FEB	Architect/Engineer/Project Manager/Construction Manager	X	X		
FEB-R	Architect/Engineer/Project Manager/Construction Manager – Regulation	X	X		
FEE	Site Acquisition	X	X		
FEE-R	Site Acquisition – Regulation	X	X		
FEG	Construction Contracts Bidding and Awards				
FEGB	Contractor's Insurances, Affidavits and Guarantees				
FEH	Construction Change Orders				
FF	Naming of Facilities	X	X		
FFA	Dedications, Memorials and Recognitions	X	X		
SECTION G - PERSONNEL					
GBA	Open Hiring/Equal Employment Opportunity			2020 Legislation	
GBAA	Sexual Harassment of Employees				
GBAB	Workplace Health and Safety Protection			Reopening Schools	NEW
GBEA	Staff Ethics/Conflict of Interest				
GBEA-E	Staff Ethics/Conflict of Interest – Exhibit				
GBEB	Staff Conduct (And Responsibilities)				
GBEB-R	Staff Conduct (And Responsibilities) – Regulation				
GBEB-R-2	Staff Conduct (And Responsibilities) – Regulation				
GBEBA	Staff Dress Code	X	X		

GBEBC	Staff Gifts to and Solicitations by Staff	X	X		
GBEC	Alcohol and Drug-Free Workplace				
GBEC-E	Employee Acknowledgment Form, Alcohol and Drug-Free Workplace – Exhibit				
GBEE*	Staff Responsible Use of the Internet and Electronic Communications				
GBEE*-R	Staff Responsible Use of the Internet and Electronic Communications Guidelines – Regulation				
GBEE*-E-1	Staff Responsible Use of the Internet and Electronic Communications Agreement – Exhibit				
GBEE*-E-2	Non-Staff Responsible Use of the Internet and Electronic Communications Agreement – Exhibit				
GBEF	Weapons in the Workplace				
GBGA	Staff Health (And Medical Examination Requirements)			Reopening Schools	
GBGA-R	Staff Health – Regulation				
GBGAB	First Aid Training	X	X		
GBGB	Staff Personal Security and Safety	X	X		
GBGC	Staff Benefits	X	X		
GBGD	Workers' Compensation	X	X		
GBGF	Federally-Mandated Family and Medical Leave	X	X		
GBGF-R	Federally-Mandated Family and Medical Leave – Regulation	X	X		
GBGI	Staff Military Leave	X	X		
GBGK	Staff Legal/Civic Duty Leave	X	X		
GBJ	Personnel Records and Files	X	X		
GBK	Staff Concerns/Complaints/Grievances	X	X		
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules	X	X		
GCE/GCF	Professional Staff Recruiting/Hiring	X	X	2020 Legislation	
GCE/GCF-R	Professional Staff Recruiting/Hiring – Regulation	X	X		
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff	X	X		
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute	X	X		
GCI	Professional Staff Development	X	X		
GCKAA*	Teacher Displacement	X	X		
GCO	Evaluation of Licensed Personnel	X	X		
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff	X	X		
GCQE*	Evaluation of Evaluators	X	X		
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal	X	X		

GCS	Professional Research and Publishing	X	X		
GDA	Support Staff Positions	X	X		
GDBA	Support Staff Compensation	X	X		
GDE/GDF	Support Staff Recruiting/Hiring	X	X	2020 Legislation	
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation	X	X		
GDG	Part-Time and Substitute Support Staff Employment	X	X		
GDO	Evaluation of Support Staff	X	X		
GDQB	Resignation of Support Staff	X	X		
GDQD	Discipline, Suspension and Dismissal of Support Staff	X	X		
SECTION H - NEGOTIATIONS					
HA	Negotiations Goals/Priority Objectives	X	X		
HH	Negotiating Organization (Instructional Staff)	X	X		
SECTION I - INSTRUCTION					
IC/ICA	School Year/School Calendar/Instruction Time	X	X	Reopening Schools	
IFC	Multiculturalism	X	X		
IG	Curriculum Development	X	X		
IHAI	Career and Technical Education	X	X		
IHAM	Health and Family Life/Sex Education	X	X		
IHAM-R	Health Education – Regulation	X	X		
IHAMA	Teaching about Drugs, Alcohol and Tobacco	X	X		
IHBA	Special Education Programs for Students with Disabilities	X	X		
IHBB	Gifted Education	X	X		
IHBD	Equivalence of Services (Title I)	X	X		
IHBEA	English Language Learners	X	X		
IHBF	Homebound Instruction	X	X		
IHBG	Home Schooling	X	X		
IHBIB	Primary/Preprimary Education	X	X		
IHBK	Preparation for Postsecondary and Workforce Success	X	X		
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Stu	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/Gu	X	X		
IKE	Ensuring All Students Meet Standards	X	X		
IKF	Graduation Requirements				
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation	X	X		
IKFA	Early Graduation	X	X		
IKFB	Graduation Exercises	X	X		
ILBC	Early Literacy and Reading Comprehension (Colorado READ Act)				
ILBC-R	Early Literacy and Reading Comprehension (Procedures to Implement the Colorado READ Act) – Regulation				
IMB	Teaching about Controversial Issues and Use of Controversial Materials	X	X		
IMDB	Flag Displays	X	X		
SECTION J - STUDENTS					
JB	Equal Educational Opportunities			2020 Legislation	
JBB*	Sexual Harassment of Students			Title IX	
JC	School Attendance Areas	X	X		
JC-R	Determination of a Student's School Attendance Area – Regulation	X	X		
JCAA	School Districting/Redistricting	X	X		
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation	X	X		
JEA	Compulsory Attendance Ages				
JEB	Entrance Age Requirements				
JF	Admissions and Denial of Admissions			2020 Legislation	
JF-E	Admissions and Denial of Admissions – Exhibit				
JFABB	Admission of Non-Immigrant Foreign Exchange Students				
JFABB-R	Admission of Non-Immigrant Foreign Exchange Students – Regulation				
JFABB-E	Admission of Non-Immigrant Foreign Exchange Students – Exhibit				
JFABD	Homeless Students				

JFABD-R	Homeless Students – Regulation				
JFABE*	Students in Foster Care				
JFABE*-R	Students in Foster Care – Regulation				
JFBA/JFBB	Open Enrollment			2020 Legislation	
JFBA/JFBB-R	Open Enrollment – Regulation				
JFC	Student Withdrawal from School/Dropouts				
JFC-R	Student Withdrawal from School/Dropouts – Regulation				
JGA	Assignment of New Students to Classes and Grade Levels	X	X		
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Inst	X	X		
JH	Student Absences and Excuses	X	X	Reopening Schools	
JH-R	Student Absences and Excuses – Regulation	X	X		
JHB	Truancy				
JHD	Exclusions and Exemptions from School Attendance	X	X		
JIC	Student Conduct	X	X		
JICA	Student Dress Code	X	X		
JICC	Student Conduct in School Vehicles	X	X		
JICC-R	Student Conduct in School Vehicles – Regulation	X	X		
JICDA	Code of Conduct	X	X		
JICDD	Violent and Aggressive Behavior			2020 Legislation	NEW
JICDE*	Bullying Prevention and Education	X	X	2020 Legislation	
JICEA	School-Related Student Publications (School Publications Code)	X	X	2020 Legislation	
JICEA-R	School-Related Student Publications (School Publications Code) – Regulation	X	X		
JICEC	Student Distribution of Noncurricular Materials			2020 Legislation	NEW
JICEC*	Student Petitions and Distribution of Non-Curricular Materials	X	X		
JICEC*-R	Student Petitions and Distribution of Non-Curricular Materials – Regulation	X	X		
JICF	Secret Societies/Gang Activity	X	X		
JICG	Use of Tobacco by Students	X	X		
JICH	Drug and Alcohol Involvement by Students	X	X		
JICH-R	Drug and Alcohol Abuse by Students – Regulation	X	X		
JICI	Weapons in School	X	X		
JIH	Student Interviews, Interrogations, Searches and Arrests	X	X		
JIH-R	Student Interviews, Interrogations, Searches and Arrests – Regulation	X	X		
JIHB	Parking Lot Searches	X	X		
JII	Student Concerns, Complaints and Grievances	X	X	Title IX	
JII-E	Grievance Form – Exhibit	X	X		

JJA-1	Curriculum Related Student Organizations	X	X		
JJA-2	Student Organizations – Open Forum	X	X		
JJA-2-R	Non-Curricular Student Organizations (Secondary Schools) – Regulation	X	X		
JJA-2-E	Request for Building Use by Non-Curricular Student Groups – Exhibit	X	X		
JJF	Student Activities Funds	X	X		
JJH	Student Travel	X	X		
JJIB	Interscholastic Sports	X	X		
JJJ	Extracurricular Activity Eligibility	X	X		
JJJ-R	Extracurricular, Co-Curricular and Intramural Activity Eligibility – Regulation	X	X		
JK	Student Discipline	X	X		
JK-R	Student Discipline – Regulation				
JK*-2	Discipline of Students with Disabilities				
JKA	Use of Physical Intervention and Restraint				
JKA-R	Use of Physical Intervention and Restraint – Regulation				
JKA-E-2	Complaint Procedures and Regulations Regarding the Use of Restraint or Seclusion -Exhibit				
JKBA*	Disciplinary Removal from Classroom	X	X		
JKBA*-R	Disciplinary Removal from Classroom – Regulation	X	X		
JKD/JKE	Suspension/Expulsion of Students (and Other Disciplinary Interventions)				
JKD/JKE-R	Suspension/Expulsion of Students (Hearing Procedures) – Regulation				
JKD/JKE-E	Grounds for Suspension/Expulsion – Exhibit				
JKF*	Educational Alternatives for Expelled Students				
JKF*-R	Educational Alternatives for Expelled Students – Regulation				
JKG*	Expulsion Prevention				
JLC	Student Health Services and Requirements				
JLC-R	Student Health Services and Requirements (Special Health Problems) – Regulation				
JLCB	Immunization of Students				
JLCC	Communicable/Infectious Diseases			Reopening Schools	
JLCD	Administering Medications to Students				
JLCD-R	Administering Medications to Students – Regulation				
JLCD-E	Written Plan-Administration of Medical Marijuana to Qualified Students – Exhibit				
JLCDA*	Students with Food Allergies				
JLCE	First Aid and Emergency Medical Care				
JLCE-R	First Aid and Emergency Medical Care – Regulation				
JLCF	District School Nurses	X	X		
JLCF-R	District School Nurses – Regulation	X	X		

JLD	School Counseling Programs	X	X		
JLDAC	Screening/Testing of Students (And Treatment of Mental Disorders)				
JLF	Reporting Child Abuse/Child Protection				
JLF-R	Reporting Child Abuse/Child Protection – Regulation				
JLF-E	Report of Suspected Child Abuse or Neglect – Exhibit				
JLIB	Student Dismissal Precautions				
JLIF	Use of Safety and Security Technologies	X	X		
JLIF-R	Use of Safety and Security Technologies – Regulation	X	X		
JLJ*	Physical Activity	X	X		
JM	Student Awards, Honors and Scholarships	X	X		
JM-R	Student Awards, Honors and Scholarships – Regulation	X	X		
JQ	Student Fees, Fines and Charges	X	X		
JQ-R	Student Fees, Fines and Charges – Regulation	X	X		
JQ-E	Schedule of Student Fees – Exhibit	X	X		
JRA/JRC	Student Records/Release of Information on Students				
JRA/JRC-R	Student Records/Release of Information on Students (Notification to Parents and Students of Rights Concerning Student Education Records) – R				
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	
KLK	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

Since December of 2010 the school has continued its progress in recruiting and retaining students so that the student population of the School is becoming or remaining reasonably representative of the "at risk" grades K – 8 student population in the District attendance area it serves. If the District finds the School's efforts to be inappropriate or insufficient, the parties shall mutually determine what other or additional actions the School will take, which agreement will be reduced to writing and included in the subsequent charter contract.

The School will adopt or maintain the following steps to achieve or make reasonable progress toward this goal: free or reduced cost food service; appropriate services and information for non-English speaking students and parents; and a School preschool program or programs so located and managed as to be accessible to low-income parents (for example the Colorado Preschool Program), with continuity of enrollment from preschool to the School assured.

Lack of daily student transportation is acknowledged by both parties as a barrier to full achievement of this goal. The current contract does not provide a mechanism or adequate funding for such transportation services.



Enrollment Policy

Carbon Valley Academy (the School) will recruit students in a manner that ensures equal access to the school and does not discriminate against students of race, color, national origin, religion, sex, sexual orientation, disability or other legally protected status. Furthermore, this enrollment policy is intended and designed to meet the requirements of Colorado Revised Statute §§22-30.5-104 (3) and 22-36-101; ensure equal access to the school; and serve at-risk students (defined as those eligible for free and reduced lunch).

Admission to the School will be through a first-come, first-served process. Applications will be recorded by date and time received by the School. Within each priority group identified below, students whose application was made first in time will be admitted first until a class is filled. Students eligible for admission but not admitted will be placed on a waiting list, subject to the rules stated below.

Where any rule regarding enrollment requires that parents give notice of intent to enroll by a certain date (for example, if students in the School's public preschool wish to enroll in the School's kindergarten), the Executive Director may establish a date certain for such notice, with at least two weeks' notice to all affected parents of their need to confirm their intent to enroll. The School may establish an appropriate capacity limit for each grade. There are no prerequisites or "required levels of performance," C.R.S. § 22-36-101, for admission in grades pre-5.

1. Students who are already enrolled in the School will, in all cases, have priority over all other students and a right to continue at the School from grade to grade, absent expulsion, withdrawal, court order, or other lawful process of removal. If the number of such students exceeds the stated capacity limit for the grade, students who are continuing in the school will nonetheless be admitted to the next grade.
2. Student who attend the School's public preschool with have priority for enrollment in kindergarten, as provided in C.R.S. § 22-28-104, even if the number of such students exceeds the capacity limit for kindergarten.
3. Siblings of students will have priority for enrollment in available vacancies after all students in priorities 1 and 2 have been admitted, provided that sibling priority does not create an exception to the pre-requisite requirements stated for 6th, 7th and 8th grades in ¶ 5, below.
4. Students who are new to the School must identify the single grade in which they seek admission. The Executive Director may inquire with parents to confirm the grade in which they seek admission. Seeking admission to a clearly inappropriate grade for the purpose of securing admission is grounds for denial of admission in that grade.

5. For students wishing to enter the School for the first time in grades 6, 7 and 8, only:
 - a. A student who has completed the preceding grade at the School shall, as stated in ¶ 1, have priority for enrollment over all other students for admission to grades 6-8.
 - b. A student who has completed the preceding grade at another core knowledge school (or its substantial equivalent, as determined by the Executive Director) shall be eligible for admission to vacancies, if any, in grades 6-8. Completion of grades 5, 6 or 7 in a core knowledge program or its equivalent is a prerequisite for admission to grades 6, 7, or 8.
6. Special Education Enrollment: Students who are on an active IEP will be conditionally admitted prior to any screening. Enrollment is conditional, however, upon review of the IEP. Should a question arise about the School's ability to provide the services of the IEP, an IEP meeting will be held to determine final enrollment.

The School has the right to continue to accept students up to Student Count day (usually October 1 of each year). The School reserves the right to accept students after this date. Students who applied for enrollment and were placed on a waiting list, must re-apply the following year. Letters of Intent do not carry over from year to year.

Note: Appropriate capacity in each grade can vary from year to year depending on budget considerations, staffing patterns, changes (if any) in scheduling, School commitments to certain class size norms, and other factors. The Executive Director will develop proposed capacity limits each year which will be shared with the Board. After receiving any Board input, the Executive Director will finalize, post online, and otherwise make publicly available the applicable capacity limits. To enable timely enrollment decisions, this process should be completed by June of each year.



Colorado's Unified Improvement Plan for Schools

Carbon Valley Academy UIP 2024-25 | School: Carbon Valley Academy | District: St Vrain Valley RE1J | Org ID: 0470 | School ID: 1284 | Framework: Performance Plan |

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Executive Summary



Priority Performance Challenges

- *Achievement in MATH is below the district and state levels in all categories.*



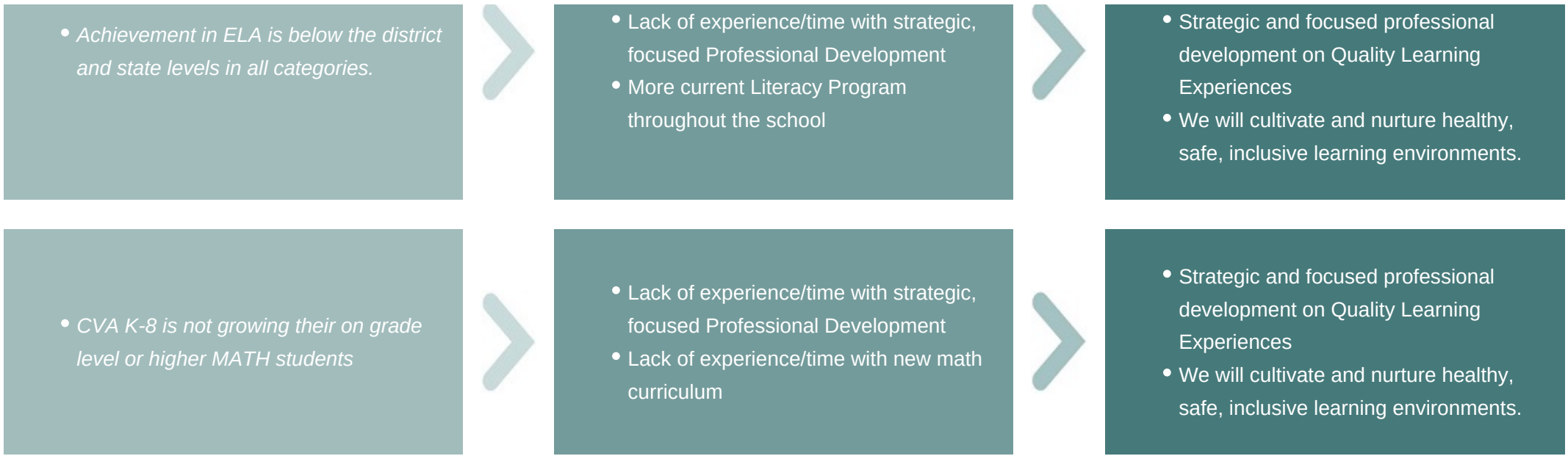
Root Cause

- Lack of experience/time with new math curriculum
- Lack of experience/time with strategic, focused Professional Development



Major Improvement Strategies

- Strategic and focused professional development on Quality Learning Experiences
- We will cultivate and nurture healthy, safe, inclusive learning environments.



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

Performance rated local K-8 charter school that focuses on both academics and character development! Your child is so much more than a test score! Our smaller COMMUNITY allows us to build stronger relationships and higher growth!
Free breakfast, lunch and transportation. SEL and anti-bullying programs.
Be Nice! Work Hard!

Narrative on Data Analysis and Root Cause Identification

Description of School Setting and Process for Data Analysis

CVA K-8 is a charter school located in Frederick, Colorado. It was established in 2005 and was run by the foundational leader (as Executive Director) until 2017. Since Fall of 2021 when the last UIP was required for CVA K-8 so many things have changed. We started with creating a brand new VISION statement that is more than just words on the wall or on paper, but words that we make all decisions through. The entire staff, over a 3 month period in the Spring of 2022 created the following vision statement:

CVA strives to foster an inclusive COMMUNITY that focuses on individual EMPOWERMENT through INTENTIONAL learning opportunities that INSPIRE academic achievement and character development.

Having a vision is often the first step required in defining your purpose as a school. A vision is the "northstar" for the school and is what gives us our direction along our journey.

Here is how we present ourselves to new hires and new families:

Carbon Valley Academy is a happy little charter school that is excited to be on a journey to develop and grow into an elite educational institution. We are a **relationship driven school** where kids are our focus and where **staff is not only allowed but empowered to help improve the state of the school**. We understand we have an adventure ahead of us but we **stand focused and determined to give the students of CVA K-8 the best educational experience we can give!**

Our demographics have changed quite a lot in the last 2 years with us developing a transportation department allowing buses to run to a neighboring city east of Frederick.

2024 demographics: 45.5% F/R; 18.5% Multilingual Learners; 54.17% minority; 9.1% Special Education

This document was created by both the School Accountability Team and the School's VISION team along with the principal.

In 2022, 2023 and 2024, CVA K-8 has achieved PERFORMANCE status.

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).

CVA did not achieve either of the achievement goals that we set forth for ourselves for the 23-24 school year. Our scores are significantly lower than both state and district.

We met our MATH growth goal: increasing the percentage of students at our above grade level by 10% on the iReady assessment.

We started the year as a school with 13% of our students scoring on or above grade level.

We increased that percentage from 13% to 43%.

Every single grade level except one (that means 7 grade levels) increased their percentage of on grade level or higher by 10%.

Our ELL students that scored on or above grade level at on the BOY iReady MATH test increased by 30%on the EOY this year.--from 6% to 36%

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

We plan to continue on the path of improved instruction through our multi-year Professional Development plan that we have in place. Teachers having a clear understanding of their grade level standards is essential to intentional planning, learning and instruction. Teachers MUST plan a clear path for students to follow while on their journey from not knowing to knowing. This learning and clear understanding for the adults in our building takes TIME, and we must be patient with them. Mastery takes more than just a one time PD but multiple PDs, consistently focused on the same learning in order for mastery to happen. This can be frustrating to the leader however it is reality and good practice. We will continue our philosophy of "going slow to go fast" and work to build MASTERY rather than surface level learning.

.Teachers must also build their skill set of instructing through the Workshop Model. We believe that with this structure we offer a large percentage of the learning time to STUDENT work time--where students engage and interact with the learning. We are purposefully collecting data on the number of staff instructing via the workshop model through classroom observations with a specific data collection for each component of the workshop model. Boxes are checked and feedback is given to strengthen understanding.

Current Performance

- iReady Assessment

Fall 2023- Winter 2024-Spring 2024

Percentage of students who met or exceeded growth goals at the mid-year checkpoint.		
Grade	Math	Reading
K	50/78	63/100
1	12/34/50	19/31/59
2	3/17/67	10/24/63
3	3/23/34	31/37/50
4	16/31/46	27/27/38
5	17/23/46	24/33/24
6	29/31/32	12/32/42

7	21/34/33	39/43/37
8	10/5/17	22/11/23

We are seeing a strong foundation being built within our primary classrooms with consistent growth towards proficiency in Reading and in Math. For the last 2 years, our Primary teaching team works vertically to understand, teach and assess the grade level standards so that the next grade level can build upon the foundations of primary literacy and well as foundational number sense.

READING

K EOY



Grade 1 EOY



Grade 2



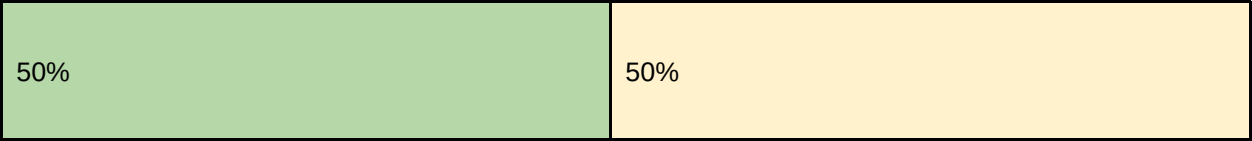


MATH

K EOY



Grade 1 EOY



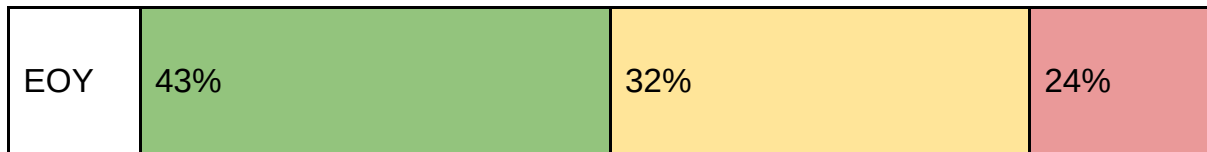
Grade 2



Entire school data 2024

MATH

BOY to EOY 2023-2024 iReady



READING

BOY to EOY 2023-2024 iReady



Current Performance Observations:

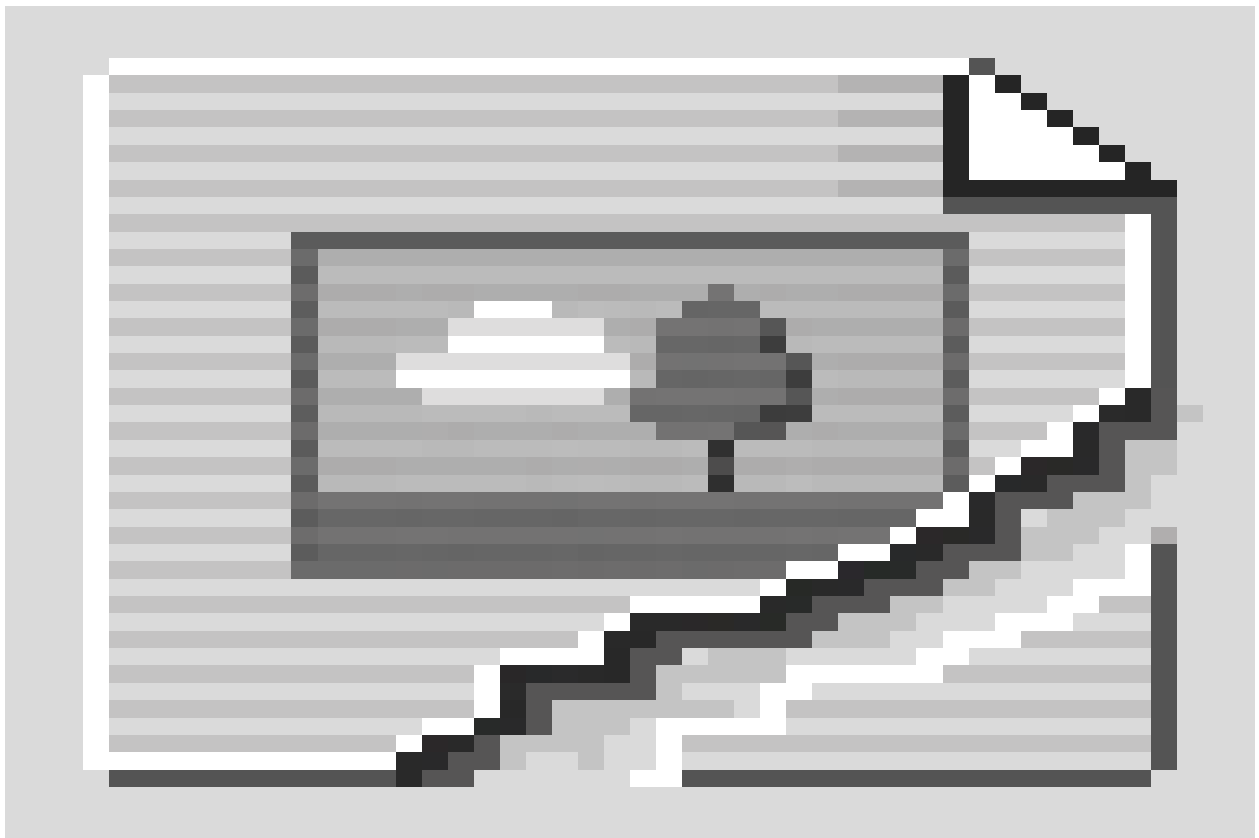
- All but 1 grade level trended positive..less red, more yellow, more green in iREADY MATH from BOY to EOY
- All but 2 grade levels of iREADY ELA trended positive from BOY to EOY
- ELL made great improvement in MATH
- Average student score on both ELA and MATH is trending up from BOY-EOY

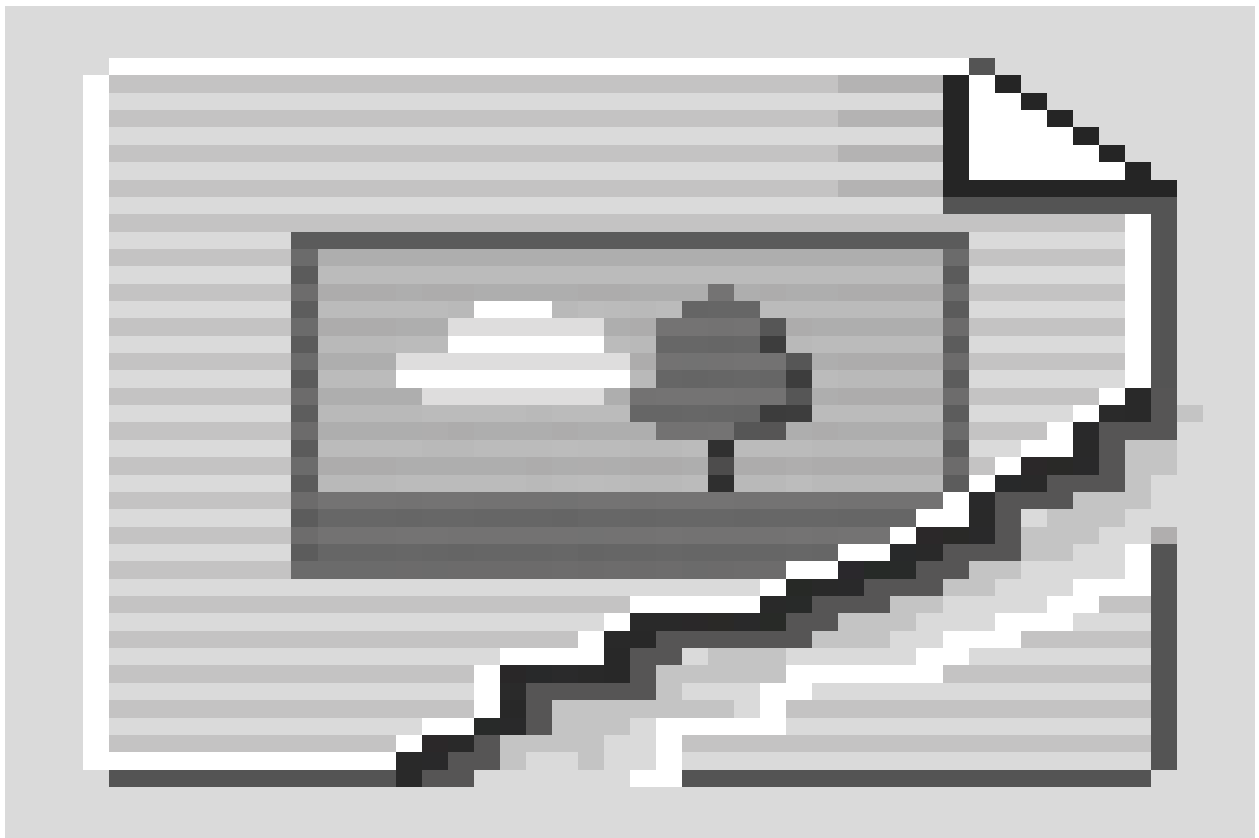
- ELL and SPED students are moving out of red and moving upwards on the scale
- **ELL students that scored in the At Risk categories on iReady ELA decreased from 62% to 30%**
- **Students on grade level in MATH for ELL increased by 30% in one year**
- **ELL increased their grade level or above percentage in math from 6% to 36%**
- **From Fall 23-Spring 24 all grades except 7th and 8th increased between 20%-100% in Math**

We are seeing improvements across the board but not at the rate and trajectory we want. We are definitely trending in the correct direction but we are not yet happy with our overall achievement. We see the areas where we need to improve and will continue on our path of focused and strategic PD on Quality instructional practices. This year's focus is on the 4 components of Quality Learning Experiences which will take our instruction to the next level. This will help us to increase our overall student achievement and teach us how to offer rigorous tasks during the work time section of the Workshop model. Weekly PLC meetings focus on lesson delivery and how to teach to grade level standards while offering differentiation for both high and lower students. This new learning and implementation will help us differentiate our tasks and push our grade level and higher students to the next level.

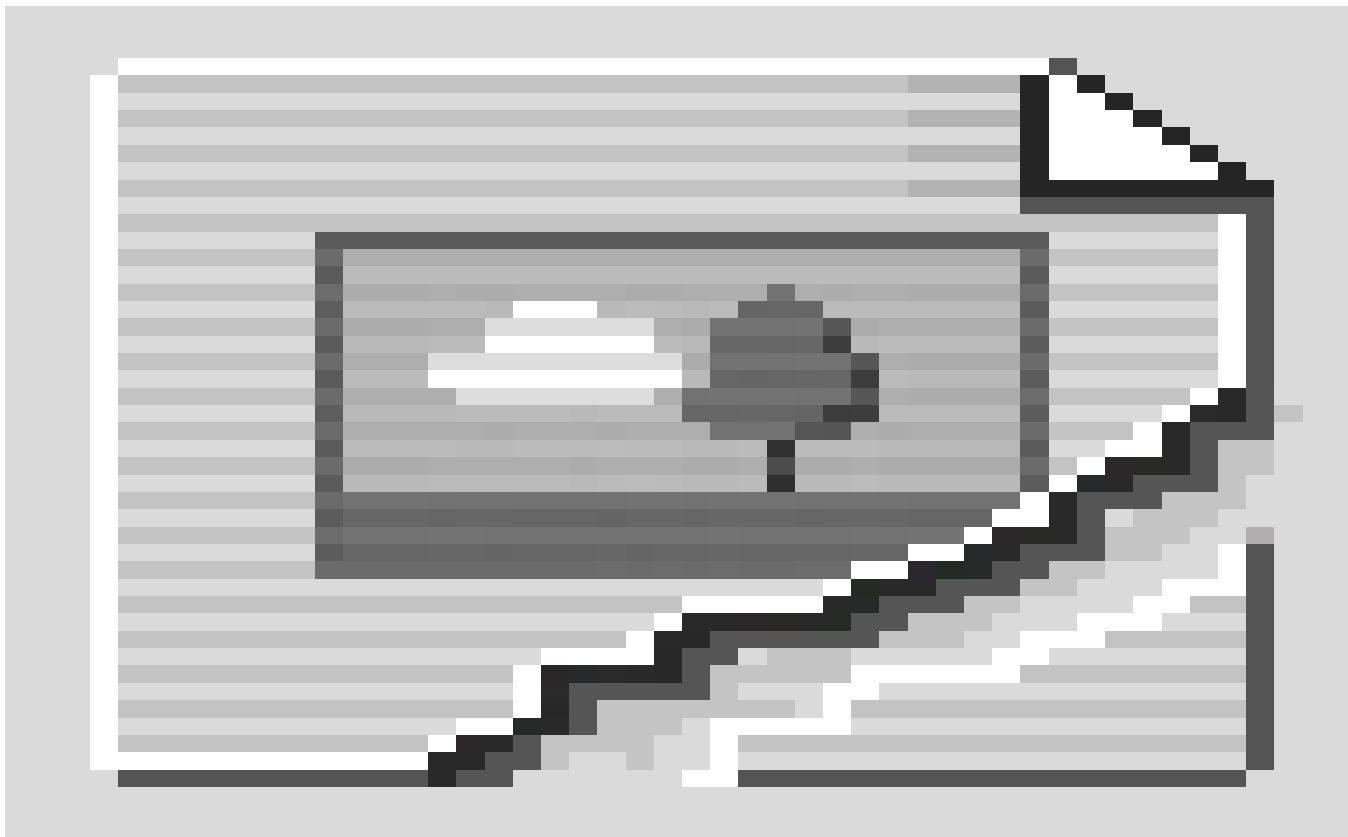
iReady

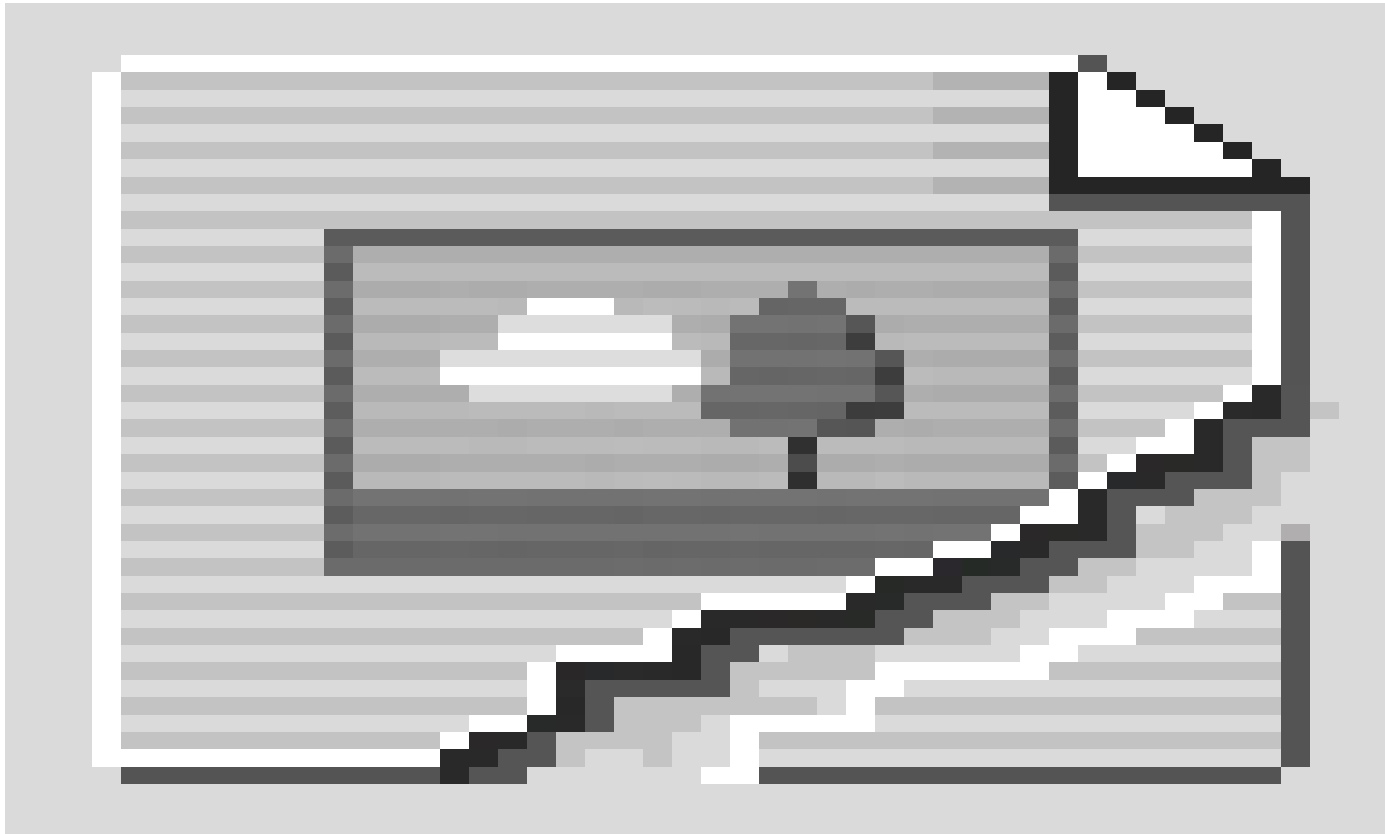
ELA





-----MATH iReady





CMAS 2024 % of students that met or exceeded grade level expectations

ELA	MATH
25%	23%

GOAL: CMAS 2024 increase the # of students on grade level or above in MATH by 10%

2023	2024
14%	23%

GOALS: Meet or exceed state and district Achievement

	MATH	ELA
CVA 3-8	23%	25%
District	43%	50%
State	44%	35%

Increase CVA's on grade level or above students by 10%

iREADY MATH

Entire school

BOY	EOY
13	43

iReady MATH

Grade level

Grade	% to %
K	0% to 100%
1	12% to 50%
2	3% to 65%
3	3% to 24%
4	16% to 46%
5	17% to 46%
6	29% to 36%
7	21% to 35%
8	10% to 16%

Middle School—Last 2 years

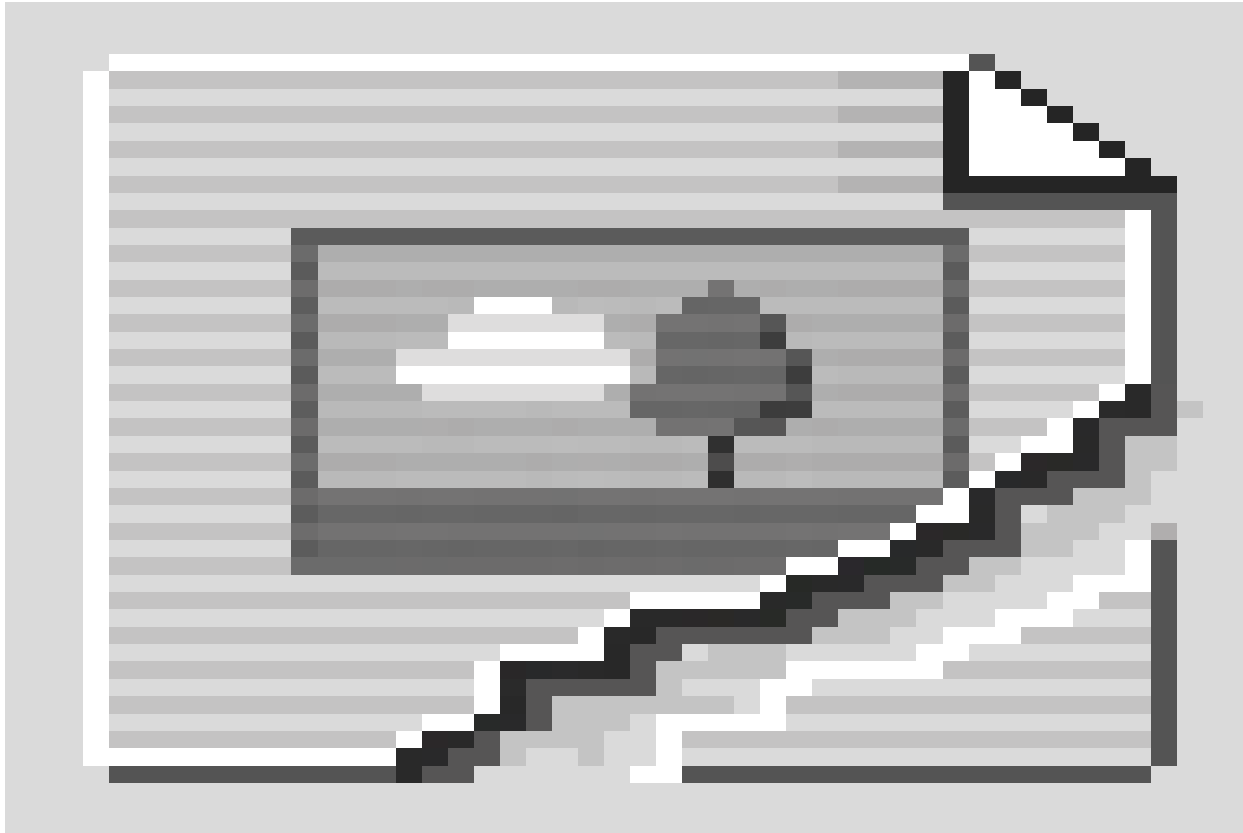
MGP

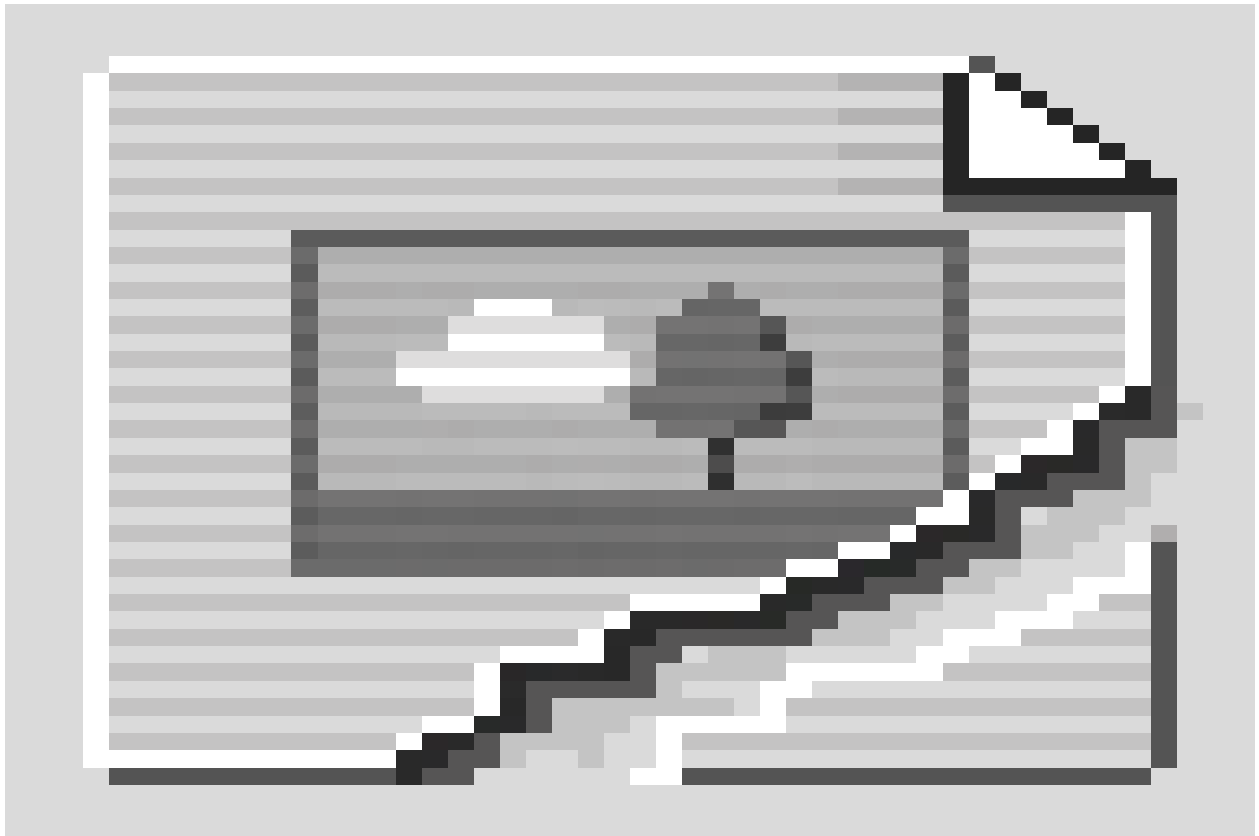
MATH	ALL	Minority	Fr/R	Non elig
2023	64	63.5		72
2024	55	54	54	56

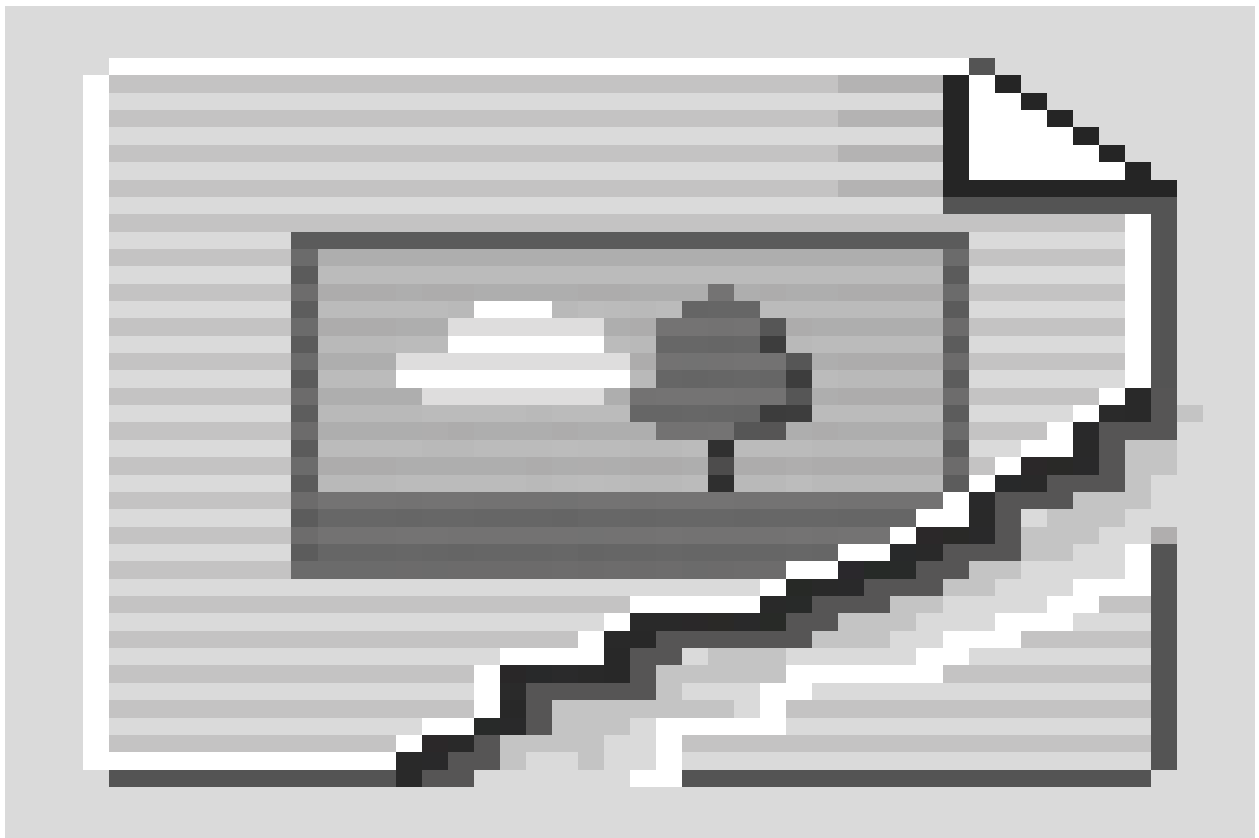
ELA	ALL	Minority	F/R	Non elig
2023	64	59		68
2024	57.5	57	57.5	57

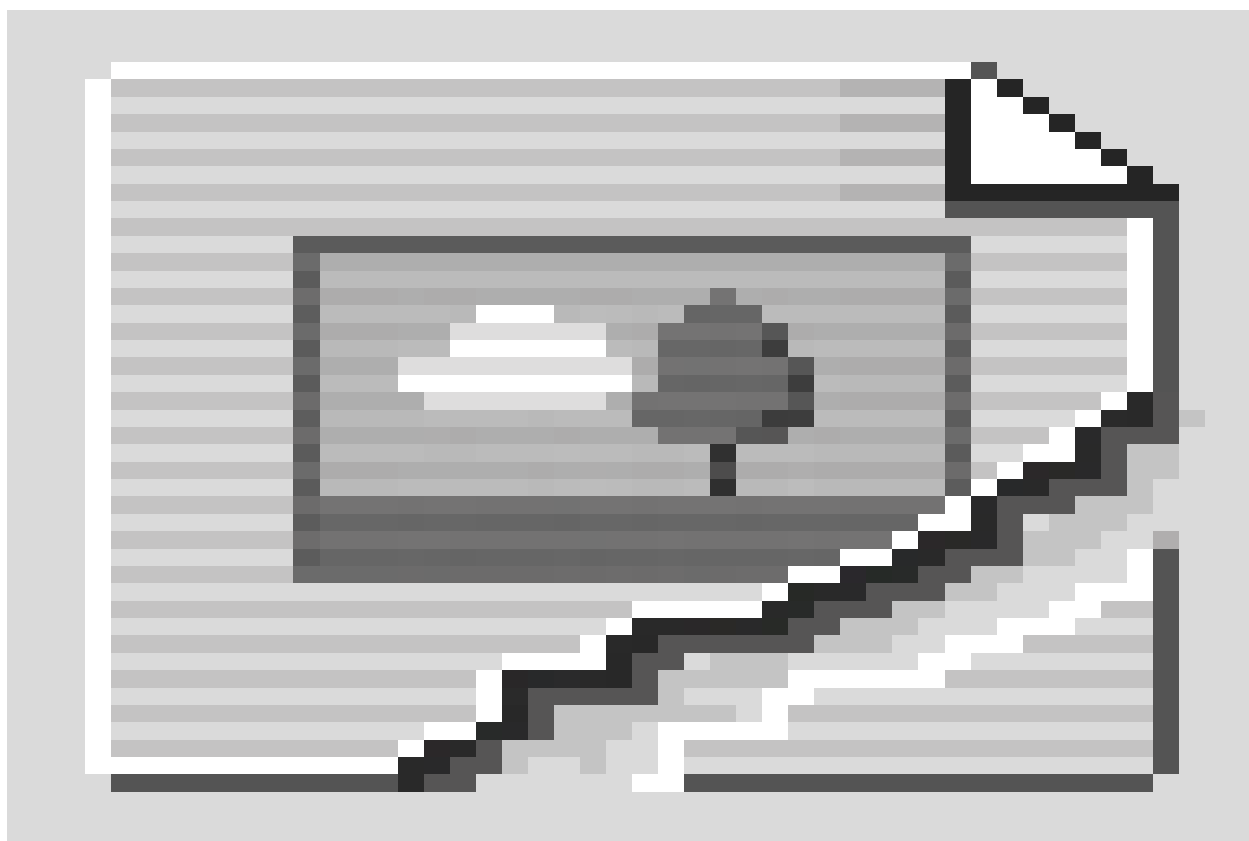
Minority students

CMAS









Trend Analysis



Trend Direction: Increasing

Performance Indicator Target: Academic Achievement (Status)

K-8 ELA students are consistently showing an increase in achievement on ELA CMAS.



Trend Direction: Stable

Performance Indicator Target: Academic Achievement (Status)

CVA K-8 students are not achieving at either the district or state level in both ELA and MATH on CMAS.



Trend Direction: Stable

Performance Indicator Target: Academic Achievement (Status)

The achievement of our ELL students is holding steady.



Trend Direction: Increasing

Performance Indicator Target: Academic Growth

Across all but one grade levels tested, the percentage of students at or above grade level have increased on MATH iReady.

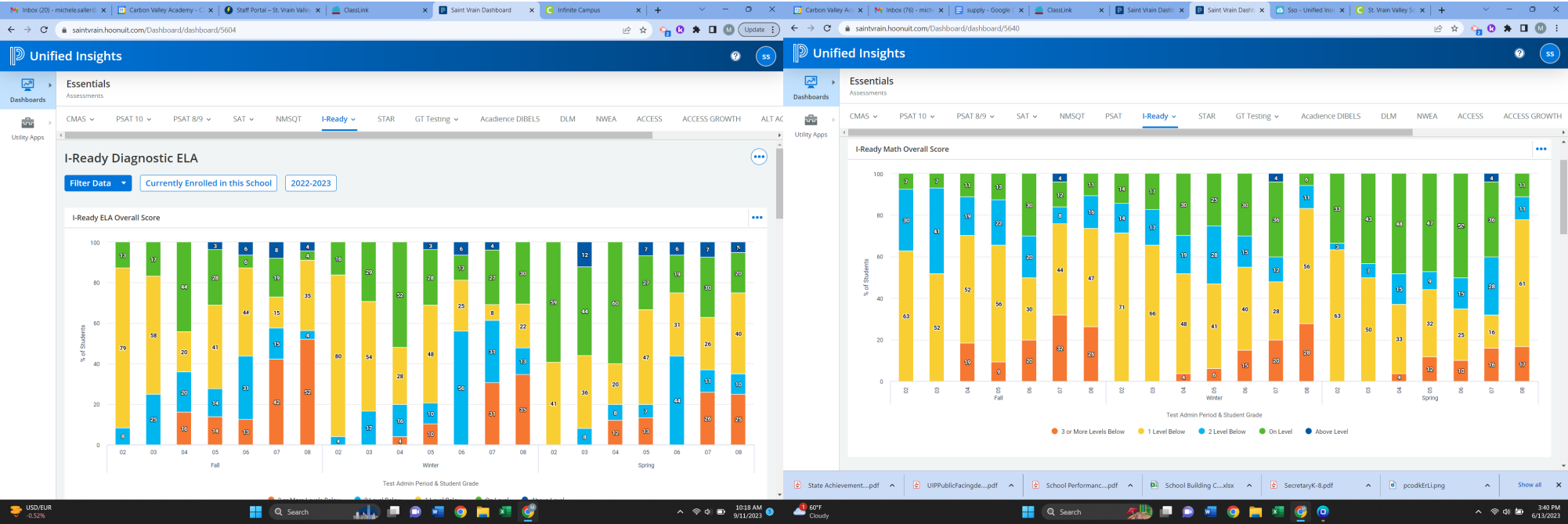


Trend Direction: Stable

Performance Indicator Target: Academic Growth

The percentage of students on grade level or higher is not increasing at the same trajectory that we are increasing other categories.

Additional Trend Information:



Root Causes and Priority Performance Challenges



Priority Performance Challenge: Achievement in MATH is below the district and state levels in all categories.
CVA's math achievement over the last several years is lower than both the district and state levels in all categories.
Area of Focus: Math



Root Cause: Lack of experience/time with new math curriculum
CVA K-8 has only had this curriculum for 3 years--and only 2 years has been truly focused on quality instruction. Throughout our multi-year strategic plan for MATH specifically, we will be working on creating learning opportunities that promote and develop THINKING. As a part of our Professional Development plan, we are focusing on creating a shared vision for what defines a quality learning experience at CVA K-8. As a component of that plan, during weekly PLC time, we will define and develop plans that implement thinking practices into our math instruction. Both evaluative and peer observations will gather data on the thinking practices observed during instruction.
Root Cause Category: Teacher Development



Root Cause: Lack of experience/time with strategic, focused Professional Development

Teachers have only received two years of focused and targeted professional development on quality instruction which requires multiple years to develop the vertical strength that it can offer. . They are still new to seeing themselves as a part of a larger plan of Professional Development and understanding that there are specific components to quality planning and instruction. Our multi-year strategic plan has started with teachers developing a clear understanding of their grade level standards and quality ways of assessing the learning. This helps teachers focus on “their piece of the pie” only so that children can do more than just “explore” learning but digging deeper into concepts to develop the ability to master the learning. Accountability is through weekly PLC data, conversations and planning. The next step is our plan is learning and living the purpose of the Workshop Model as a lesson delivery method where teachers will do less talking and more facilitating and conferring with students. Data is collected during every classroom observation as to what component of the WSM the classroom is in and specific feedback is given. Data is shared with teachers and teams. An emphasis on one component of the Workshop Model delivery method—specifically Student Work Time- is what we will focus on for the next two years. The 4 components of a Quality Learning Experience-Rigorous Tasks; sense of Community, Opportunity for Discourse and Conferring. Staff has been broken into groups focusing on each individual component where a shared vision, vocabulary and expectation are being created. Both evaluating and peer observations will collect data on each specific component and shared with both teachers and staff. We have only recently purchased brand new SEL curriculum and it takes time for a staff to unwrap it all and determine a scope and sequence for the learning that we want students to achieve. More time is needed for them to develop their Instructional SEL tool kit.

Root Cause Category: Teacher Development



Priority Performance Challenge: Achievement in ELA is below the district and state levels in all categories.

CVA K-8's ELA achievement over the last several years is lower than both the district and state results.

Area of Focus: English/Language Arts achievement



Root Cause: Lack of experience/time with strategic, focused Professional Development

Teachers have only received two years of focused and targeted professional development on quality instruction which requires multiple years to develop the vertical strength that it can offer. . They are still new to seeing themselves as a part of a larger plan of Professional Development and understanding that there are specific components to quality planning and instruction. Our multi-year strategic plan has started with teachers developing a clear understanding of their grade level standards and quality ways of assessing the learning. This helps teachers focus on “their piece of the pie” only so that children can do more than just “explore” learning but digging deeper into concepts to develop the ability to master the learning. Accountability is through weekly PLC data, conversations and planning. The next step is our plan is learning and living the purpose of the Workshop Model as a lesson delivery method where teachers will do less talking and more facilitating and conferring with students. Data is collected during every classroom observation as to what component of the WSM the classroom is in and specific feedback is given. Data is shared with teachers and teams. An emphasis on one component of the Workshop Model delivery method—specifically Student Work Time- is what we will focus on for the next two years. The 4 components of a Quality

Learning Experience-Rigorous Tasks; sense of Community, Opportunity for Discourse and Conferring. Staff has been broken into groups focusing on each individual component where a shared vision, vocabulary and expectation are being created. Both evaluating and peer observations will collect data on each specific component and shared with both teachers and staff. We have only recently purchased brand new SEL curriculum and it takes time for a staff to unwrap it all and determine a scope and sequence for the learning that we want students to achieve. More time is needed for them to develop their Instructional SEL tool kit.

Root Cause Category: Teacher Development



Root Cause: More current Literacy Program throughout the school

We purchased 2021 CKLA in the fall of 2022 after consistently utilizing the 2007 version. This new curriculum has offered new and more modern way of learning that supports thinking in new and more rigorous ways. We need more time with this new curriculum to see the achievement we are looking for. With it being a comprehensive program, we are using PD and planning time to unwrap the program and teach to the standards only! Teachers are often used to "turning the page" and teaching many more lessons that those that directly tie to the learning standards. We are spending time again this year digging into the ELA curriculum so we can spend our limited instructional time on teaching to the grade level standards rather than turning the page.

Root Cause Category: Teacher Development



Priority Performance Challenge: CVA K-8 is not growing their on grade level or higher MATH students

An unbalanced focus has been placed on growing lower students which has caused CVA K-8 to not pay enough attention on the growing of our on grade level or higher students.

Area of Focus: Math growth



Root Cause: Lack of experience/time with strategic, focused Professional Development

Teachers have only received two years of focused and targeted professional development on quality instruction which requires multiple years to develop the vertical strength that it can offer. . They are still new to seeing themselves as a part of a larger plan of Professional Development and understanding that there are specific components to quality planning and instruction. Our multi-year strategic plan has started with teachers developing a clear understanding of their grade level standards and quality ways of assessing the learning. This helps teachers focus on "their piece of the pie" only so that children can do more than just "explore" learning but digging deeper into concepts to develop the ability to master the learning. Accountability is through weekly PLC data, conversations and planning. The next step is our plan is learning and living the purpose of the Workshop Model as a lesson delivery method where teachers will do less talking and more facilitating and conferring with students. Data is collected during every classroom observation as to what component of the WSM the classroom is in and specific feedback is given. Data is shared with teachers and teams. An emphasis on one component of the Workshop Model delivery method—specifically Student Work Time- is what we will focus on for the next two years. The 4 components of a Quality Learning Experience-Rigorous Tasks; sense of Community, Opportunity for Discourse and Conferring. Staff has been broken into groups focusing on

each individual component where a shared vision, vocabulary and expectation are being created. Both evaluating and peer observations will collect data on each specific component and shared with both teachers and staff. We have only recently purchased brand new SEL curriculum and it takes time for a staff to unwrap it all and determine a scope and sequence for the learning that we want students to achieve. More time is needed for them to develop their Instructional SEL tool kit.

Root Cause Category: Teacher Development



Root Cause: Lack of experience/time with new math curriculum

CVA K-8 has only had this curriculum for 3 years--and only 2 years has been truly focused on quality instruction. Throughout our multi-year strategic plan for MATH specifically, we will be working on creating learning opportunities that promote and develop THINKING. As a part of our Professional Development plan, we are focusing on creating a shared vision for what defines a quality learning experience at CVA K-8. As a component of that plan, during weekly PLC time, we will define and develop plans that implement thinking practices into our math instruction. Both evaluative and peer observations will gather data on the thinking practices observed during instruction.

Root Cause Category: Teacher Development

Magnitude of Performance Challenges and Rationale for Selection:



With the major turn over in the Spring of 2021, it feels as if the current staff has created and opened a brand new school. CVA K-8 now has a strong vision in place with a set of values and beliefs that drive all decisions. We know that we need to be focused in order for improvement to happen. We feel "young" as we truly have not had a lot of time together to actualize the shared vision that we have created together.

We have gotten both new and modern Math and ELA curriculum which takes time to know and be successful with.

We have a strategic and focused multi-year Professional Development plan that we are working through and taking our time to master the focus for each year rather than jumping to something totally different.

Data digs have happened consistently in the last 2 years and this year we dug deep into our CMAS and iReady BOY data to be able to differentiate instruction in our classrooms as soon as possible.

The VISION team has analyzed our current performance and they are seeing what they need to see--we are not achieving at the district and state levels and we are not growing our on grade level or higher kiddos.

Our entire year of PD is focused on defining what a Quality Learning Experience is at CVA K-8 and learning ways to consistently offering quality learning experiences to our students.

Magnitude of Root Causes and Rationale for Selection:



Without a vision to drive a school and specific overarching goals that all adult behaviors can be incorporated in, the teachers have been left on their own to implement their own thinking on what is best for learning. Everyone is driving in their own direction with no focus or emphasis on anything specific.

With the major turn over in the Spring of 2021, it feels as if the current staff has created and opened a brand new school. CVA K-8 now has a strong vision in place with a set of values and beliefs that drive all decisions. We know that we need to be focused in order for improvement to happen. We feel "young" as we truly have not had a lot of time together to actualize the shared vision that we have created together. We have gotten both new Math and ELA curriculum which takes time to know and be successful with.

We have a strategic and focused multi-year Professional Development plan that we are working through and taking our time to master the focus for each year rather than jumping to something totally different.

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Additional Narrative / Conclusion

What CVA K-8 needs is more TIME. The majority of the current staff was hired in the summer of 2021 and that really is not a very long amount of time to improve a school. There is a strong belief at CVA K-8 in teachers, staff and kiddos. TOGETHER I know that with time we will see the achievement and growth that we want and expect to see.

So much of the infrastructure that a quality school needs to have in place only started getting put into place in the Fall of 2021 and is still continuing today.

CVA K-8 now has a VISION with values and beliefs that drives EVERYTHING we do, a positive staff and school culture, a master schedule that promotes time to teach and implement SEL curriculum and thinking, new and modern curriculum that help develop the "soft skills" that we know students will need as head into the adult world.

Action and Progress Monitoring Plans

Major Improvement Strategy and Action Plan



Strategic and focused professional development on Quality Learning Experiences

Describe what will success look like: ALL instructional staff will be purposeful and strategic in their intentional planning through the strategic Workshop Model of Instruction so they can consistently offer Quality Learning Experiences to all students. Our theory of Action: We believe that INTENTIONAL PLANNING created by teachers, leads to INTENTIONAL INSTRUCTION which leads to INTENTIONAL LEARNING by students. This CLARITY for structured lesson delivery will result in deeper thinking and ability to transfer learning to new/other situations. We will see: intentionally planned daily instruction and assessment, delivered through the workshop model structure where students will be given the majority of time to interact and get their hands dirty through intentional learning experiences based on their ability to understand the concept. The Workshop Model of Instruction has 4 main sections and the one that is the most powerful for student learning and mastery is when the students are given the opportunity to interact with the task. Workshop calls this section: Student Work Time. A quality learning experience includes 4 main components. Challenging tasks, Opportunities for discourse. A strong sense of COMMUNITY and time for conferring. Challenging tasks provide cognitive demand for our high achieving students giving them the opportunity to grow their mathematical skills. Other components such as conferring, collaboration/discourse, and community provide a structure for high achieving students to feel supported and challenged.

Associated Root Causes:

Lack of experience/time with strategic, focused Professional Development:

Teachers have only received two years of focused and targeted professional development on quality instruction which requires multiple years to develop the vertical strength that it can offer. . They are still new to seeing themselves as a part of a larger plan of Professional Development and understanding that there are specific components to quality planning and instruction. Our multi-year strategic plan has started with teachers developing a clear understanding of their grade level standards and quality ways of assessing the learning. This helps teachers focus on “their piece of the pie” only so that children can do more than just “explore” learning but digging deeper into concepts to develop the ability to master the learning. Accountability is through weekly PLC data, conversations and planning. The next step is our plan is learning and living the purpose of the Workshop Model as a lesson delivery method where teachers will do less talking and more facilitating and conferring with students. Data is collected during every classroom observation as to what component of the WSM the classroom is in and specific feedback is given. Data is shared with teachers and teams. An emphasis on one component of the Workshop Model delivery method—specifically Student Work Time- is what we will focus on for the next two years. The 4 components of a Quality Learning Experience-Rigorous Tasks; sense of Community, Opportunity for Discourse and Conferring. Staff has been broken into groups focusing on each individual component where a shared



vision, vocabulary and expectation are being created. Both evaluating and peer observations will collect data on each specific component and shared with both teachers and staff. We have only recently purchased brand new SEL curriculum and it takes time for a staff to unwrap it all and determine a scope and sequence for the learning that we want students to achieve. More time is needed for them to develop their Instructional SEL tool kit.

Lack of experience/time with new math curriculum:



CVA K-8 has only had this curriculum for 3 years--and only 2 years has been truly focused on quality instruction. Throughout our multi-year strategic plan for MATH specifically, we will be working on creating learning opportunities that promote and develop THINKING. As a part of our Professional Development plan, we are focusing on creating a shared vision for what defines a quality learning experience at CVA K-8. As a component of that plan, during weekly PLC time, we will define and develop plans that implement thinking practices into our math instruction. Both evaluative and peer observations will gather data on the thinking practices observed during instruction.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
 Quality Learning Experiences	A specific day/time each week (different for each grade level team/content teacher)one planning period will be used to support Professional Development and the essential components of quality learning experiences. Attendance and interaction throughout discussions and thinking will be collected.	08/15/2023 05/21/2026 Weekly	Administration/Instructional Staff	Partially Met
 Workshop Model/Student Work Time/QLE	Once a month on the 1st Monday Professional Development will be focused on teaching INTENTIONAL LEARNING via the CVA K-8 workshop model lesson structure with an emphasis on what makes a Quality Learning Experience at CVA K-8.	08/15/2023 05/21/2026 Monthly	Administration/Instructional Staff	Partially Met
 PLC	Scheduled and required daily collaborative team time to support Workshop Model learning.	08/15/2023 05/21/2026 Weekly	Instructional Staff	Partially Met



Amplify
implementation

Primary teachers will consistently progress monitor students within their classrooms based on their designated levels from benchmark assessments. Pathways within the Amplify program will be used to fill gaps within progress monitoring dates.

08/15/2023
05/21/2026
Weekly

Primary teachers

Partially Met

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Workshop Model/QLE	ALL PD will model and will be taught through the Workshop Model. Lesson plans for PD will be shared at each PD as examples of Workshop Model. 100% of the time	08/15/2023 05/21/2026	Minds on Mathematics Text	Administration Instructional staff	In Progress
 Sharing of individual and school-wide data	Data will be collected through classroom observations to ensure that the CVA lesson structure is being implemented. Individual data will be given to teachers after each observation on the CVA/UIP data collection doc. School wide goal is 85% of all classroom observations will see a specific component of the WSM every time there is an observation. School-wide data will be shared monthly with the staff throughout each semester	08/15/2023 05/21/2026	Classroom observations UIP data collection document	Administration ALL staff-peer observations	In Progress
 Weekly planning meetings	Admin will meet with each grade level team/content teacher during this scheduled time to coach the stages and implementation of the Understanding by Design (UbD) philosophy. Teachers will continue to learn their "piece of the pie" so that they are consistently assessing their grade level standards.	08/15/2023 05/21/2026	Minds on Mathematics text	Administration Instructional staff	In Progress
 Amplify implementation/check-ins	Literacy Interventionist will meet monthly with primary teachers to check in with them on closing gaps and progress monitoring.	08/15/2023 05/21/2026	Amplify mclass program Amplify CKLA program	Administration Literacy Interventionist	In Progress



We will cultivate and nurture healthy, safe, inclusive learning environments.

Describe what will success look like: Theory of Action: If we cultivate healthy, safe, inclusive learning environments for all stakeholders, then we believe that there will be an increased capacity of all staff to build relationships and purposeful connections between stakeholders within the CVA K-8 community. We believe that when students feel a sense of belonging to a community, then they are more willing and able to take risks in their learning, work through their struggles and learn to persevere when academics and learning get tough. In the last 2 years we have created both a PBIS (positive behavior support) and SEL (social emotional learning) system throughout Carbon Valley Academy K-8 we will see: Shared understanding, vision and purpose of the school-wide PBIS system Teachers will consistently implement the school-wide PBIS system: Carbon Cash, Positive postcards; A Few of My Favorite Things, Essential Piece PBIS team will collect data and present learning at monthly PD meetings Intentional agendas for each meeting that drive purposeful conversations that lead towards the vision of the team and values of the building. Shared understanding, vision and purpose of the school-wide SEL Team Teachers will consistently implement SEL lessons that support the school-wide SEL focus during Morning Meetings and End of Day check ins.

Associated Root Causes:

Lack of experience/time with strategic, focused Professional Development:

Teachers have only received two years of focused and targeted professional development on quality instruction which requires multiple years to develop the vertical strength that it can offer. . They are still new to seeing themselves as a part of a larger plan of Professional Development and understanding that there are specific components to quality planning and instruction. Our multi-year strategic plan has started with teachers developing a clear understanding of their grade level standards and quality ways of assessing the learning. This helps teachers focus on “their piece of the pie” only so that children can do more than just “explore” learning but digging deeper into concepts to develop the ability to master the learning. Accountability is through weekly PLC data, conversations and planning. The next step is our plan is learning and living the purpose of the Workshop Model as a lesson delivery method where teachers will do less talking and more facilitating and conferring with students. Data is collected during every classroom observation as to what component of the WSM the classroom is in and specific feedback is given. Data is shared with teachers and teams. An emphasis on one component of the Workshop Model delivery method—specifically Student Work Time- is what we will focus on for the next two years. The 4 components of a Quality Learning Experience-Rigorous Tasks; sense of Community, Opportunity for Discourse and Conferring. Staff has been broken into groups focusing on each individual component where a shared vision, vocabulary and expectation are being created. Both evaluating and peer observations will collect data on each specific component and shared with both teachers and staff. We have only recently purchased brand new SEL curriculum and it takes time for a staff to unwrap it all and determine a scope and sequence for the learning that we want students to achieve. More time is needed for them to develop their Instructional SEL tool kit.



Implementation Benchmarks Associated with Major Improvement Strategy

Start/End/

IB Name	Description	Repeats	Key Personnel	Status	
 PBIS team and implementation	Creation of PBIS Team Soliciting of members---anyone can engage in the PBIS team Diagram the connection between the PBIS/Behavior Team/SEL team Shared understanding, vision and purpose of the school-wide PBIS system Defined roles of each team and the responsibilities of team members Regularly scheduled team meetings Intentional agendas for each meeting that drive purposeful conversations that lead towards the vision of the team and values of the building. building explicit connections between the individual- team-and school vision/values.	08/15/2023 05/22/2025 Monthly	Entire staff		
 Capturing Kids Hearts team and implementation	Development/Creation of CKH Team Soliciting of members---anyone can engage in the SEL team Diagram the connection between the PBIS/Behavior Team/SEL team Shared understanding, vision and purpose of the school-wide SEL team Defined roles of each teams and the responsibilities of team members Regularly scheduled team meetings Intentional agendas for each meeting that drive purposeful conversations that lead towards the vision of the team and values of the building. building explicit connections between the individual- team-and school vision/values.	08/15/2023 05/22/2025 Monthly	CKH Team/Entire staff		
Action Steps Associated with Major Improvement Strategy					
Name	Description	Start/End Date	Resource	Key Personnel	Status
 SEL instruction	Teachers will consistently implement SEL lessons that support the school-wide SEL focus during Morning Meetings and End of Day check ins. As a part of classroom walkthroughs and evaluative observations, data will be collected during the Morning Meeting time to ensure that the lessons are being taught. By January of 2024, we will see 80% or more of proper use of time to 85% by May of 2024 and 100% by June of 2025.	08/15/2023 05/22/2025	Character Counts curriculum Way to GO Journals 3-8 Today Counts K-8 The Essentials-6-8 CKH social contracts	Entire staff	In Progress



Student culture
survey

Student survey's will go out multiple times a year--one per trimester to offer us data on how connected the students are to CVA and it's purpose. By June 2024, 85% of students throughout CVA K-8 will have a trusted adult within our building. By June of 2025, 100% of students will have a trusted adult within our building.

08/15/2023
05/22/2025

Google
form--student
survey

Classroom
teachers
Administration
CKH/PBIS team
members

In Progress



student
enrollment/attendance

Monthly student attendance and enrollment data collected, analyzed and reported on. By June 2024 we will have a 95% attendance rate and by June 2025 we will have a 97% attendance rate.

08/15/2023
05/22/2025

data from IC

Registrar
Administration



Student behavior data

Student referral data connected to SEL needs collected and analyzed and reported on. Referrals for unsafe behavior will decrease to less than 10% of all referrals by June 2025.

08/15/2023
05/22/2025

data from IC

Counselor
CKH/PBIS/Vision
team members

Progress Monitoring: Student Target Setting



Priority Performance Challenge : Achievement in MATH is below the district and state levels in all categories.



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M

ANNUAL
PERFORMANCE
TARGETS

2024-2025: Our MATH CMAS scores will meet or exceed state levels.

2025-2026:

INTERIM MEASURES FOR 2024-2025:





Priority Performance Challenge : Achievement in ELA is below the district and state levels in all categories.



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: R

ANNUAL
PERFORMANCE
TARGETS

2024-2025: Our Reading scores will meet or exceed the state levels.

2025-2026:

INTERIM MEASURES FOR 2024-2025:



Priority Performance Challenge : CVA K-8 is not growing their on grade level or higher MATH students



PERFORMANCE INDICATOR: Academic Growth

MEASURES / METRICS: M

ANNUAL
PERFORMANCE
TARGETS

2024-2025: We will grow our current on grade level or above students on the MATH assessment by 10%.

2025-2026:

INTERIM MEASURES FOR 2024-2025:

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: scale score on Colorado's standardized assessments. This Indicator includes results from CMAS, COAlt (ELA, Math and Science), and PSAT.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects normative growth comparing the academic progress of the students in this school compared to that of other students statewide with a similar CMAS, PSAT, and SAT score history in that subject area as well as English language proficiency growth metrics from the ACCESS assessment.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or the workforce upon graduation. This Indicator reflects student graduation rates, dropout rates, matriculation rates and average Colorado SAT composite scores.

Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

EXHIBIT G

EDUCATIONAL PROGRAM CHARACTERISTICS

The District agrees to waive its curricular requirements, to the extent permitted by state law, subject to the implementation by the School of its instructional programs as agreed by the Parties. The description of the educational program in the charter renewal application is accepted as a statement of the Carbon Valley Academy's program characteristics, subject to the following conditions:

1. The School shall provide instruction in physical education as outlined in its response to the Board.
2. The School shall provide school lunch as outlined in its response to the Board.
3. The School may provide a pilot online education program for no more than 15-20 students. A brief description reflecting new or changed terms and conditions and including the extent of on-line student participation in School-based lessons and activities for this program shall be timely submitted to the Superintendent of Schools for approval, which shall not be unreasonably withheld. Any proposal shall be structured so as not to require the District to seek separate approval from the Department.
4. Average classroom size of 22 may be increased to 25.

EXHIBIT G

Identification of PHLOTE students (Primary or Home Language Other Than English)

A Home Language Survey (HLS) is a required part of the registration packet for all new students, and is maintained in the cumulative file for all students. The registrar is responsible for immediately forwarding those as PHLOTE to the district ELL department. Students are considered PHLOTE if there is any influence of another language in the home; students who learn a second language in an academic setting are not considered PHLOTE.

Initials Assessment of PHLOTE students, determination of LEP/EL status

All students determined to be PHLOTE are assessed using the CELA screening assessment to ascertain whether they can speak, read, write, or understand the English language and at what level.

- **NP (not proficient):** Beginning & Early Intermediate levels- CELA Levels 1 and 2. Students who are beginning to understand and respond to simple communications.
- **AP (approaching proficiency):** Intermediate & Mid-Proficient Levels- CELA Levels 3 and 4. Students who understand most social communications with more competence in content requirements.
- **P (proficient):** Mid-Proficient to Above Proficient- CELA Level 5. Students who understand and communicate effectively and are able to achieve in content areas, but may still need some linguistic support.

After reviewing information from both the HLS and the results of the CELA Place test, an initial communication is sent to the home in the form of the Parent Notification Letter. This letter informs the parents about eligibility for the district's LIEP program and indicates the characteristics of the instructional program at Carbon Valley Academy.

Program Placement for EL Students

Program placement is made by a designated staff person in contact with district-level ELL specialists and the parent(s) of the student.

Carbon Valley Academy Sheltered English, Specially Designed Academic Instruction (SDAID), or Structured Immersion

Instruction is classroom-based, delivered in English, and adapted to the students' proficiency level. The focus is on the content area curriculum. It incorporates contextual clues, such as gestures and visual aids, into instruction, as well as attention to the language demands of the topics and activities.

The table below will be used to help guide instructional focus for ELL students in Carbon Valley classrooms.

Stage	CELA Score	Time	Student characteristics	Teacher Strategies
1 Pre- Production	Not Proficient	0-6 months	• Minimal comprehension • Does not speak • Nods "yes or no" • May appear confused or hesitant	• Demonstrate using Total Physical Response • Use gestures and body language • Emphasize listening skills • Do not force speaking

			• Acquires passive vocabulary • Points/gestures • Draws pictures • Matches words to objects	• Use visuals and pictures • Use strategic grouping • Use physical movement, art, mime, and music
2 Early production	Not proficient Non English proficient	6 month-1 year	• Limited comprehension • 1-2 word responses • Use present tense verbs • Identify people, places, and things • Understands the main idea of a message, but not each word • Repeats frequently used language • Lists and categorizes • Listens with greater understanding • Mispronounces words	• Ask yes, no, who, what, and where questions • Begin a sentence and have the student complete it with a word • Introduce a new vocabulary and continue practicing previously learned vocabulary • Use props and gestures during shared reading and build on prior knowledge • Use visuals and pictures • Provide rich contextual listening opportunities
3 Speech Emergent	Approaching Proficiency Limited English Proficient	1-3 years	• Can produce simple sentences • Good social comprehension • Make grammar and pronunciation errors • Describe events and people • Recall facts • Improve pronunciations and intonation • Expands vocabulary using words that are heard often • Shifts the emphasis from language reception to language production • Explain some academic concepts • Retells information from text • Compare and contrast	• Ask open-ended questions • Encourage any attempt to speak • Create a safe classroom that encourages attempts at language • Mode, expand, restate, and enrich student language • Use patterned and predictable books • Support the use of grade level content area texts with pre teaching, adapted text, native language test, summarizing, retelling, roleplaying • Use visuals • Have students describe personal experiences

			• Summarize • Initiates conversations	through language arts experiences/activities • Use strategic grouping
4 Intermediate fluency	Approaching proficiency Limited English Proficient	1-3 years	• Excellent social/oral comprehension • Basic academic English skills • Few grammatical errors • Gives and explains opinions • Uses longer sentences and elaborate speech patterns makes errors when attempting to use new vocabulary and more complex grammatical structures • Begins to think in the new language rather than translating from native language into the new language • Negotiates and debates with others • Persuades • synthesizes, analyzes, and evaluates	• Provide many opportunities to practice language in comfortable situations • Engage students in activities which focus on speech production, not grammatical form or absolute correctness • Strategic grouping • Provide more advanced literature • Ask students to create narratives • Introduce colloquialisms and idiomatic expression • Support the use of grade level content are text with pre-teaching, adapted text, native language text, summarizing, retelling, and role playing
5 Advanced fluency	Proficient Fluent English Proficient	5-7 years	• Good academic English skills • Near native level of speech • Interacts extensively with native English speakers • Makes few grammatical errors • Has high comprehension level but may not be advanced enough to understand all grade level academic classroom language • Continues to learn new vocabulary	• Provide demonstrations, exemplars, rubrics so students understand expectations • Guide students in producing research papers and grade level assignments • Use language and content objectives • Continue focusing on students English Language Development in content classes • Focus instruction on reading and writing skills • Strategic grouping

			• Produces written and oral language comparable to a native English speaker of the same age	• Continue emphasis on vocabulary development • Use sheltered English techniques, scaffolding • Relate abstract concepts to concrete concepts, prior knowledge

Adapted from the SVVSD District ELL Manual

Continuing Student Assessment

On-going assessment is conducted to monitor language and academic growth which includes the annual Colorado English Language Proficiency (CELA Pro) assessment; NWEA, DRA, and PALS school assessments.

Carbon Valley Academy

ELL Plan

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 instruction 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 G. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.

Exhibit I - Due Process Checklist

	Task
1	Student Demographics Print information from IC
2	Timeline of events (Summary) Provided by building administration
3	School Work Support Plan Copies of homework gathered from teachers that was given to the student
4	Expulsion Hearing Letter Legal Counsel generates this letter
5	Board policy /state statute violations Copy Board Policies from the website
6	Student discipline records Print information from IC
7	IEP records * Yes No If yes, Manifestation Determination Review Yes No 504 records Yes No Is the student being evaluated for IEP Yes No Is the student being evaluated for 504 Yes No Circle yes or no
8	Attendance records Print copy of attendance record from IC
9	Police reports Ask SRO/Police for a copy of the report asap
10	Due process paperwork (with signature from parent or email verification) Print ad hoc report from IC - "Record of Disciplinary Incident"
11	Any additional legal letters sent to the parent Extending suspension or rescheduled hearing
12	Habitual Disruptor History and Plan* Include if school has drawn up a plan
13	Teacher's statements* Teacher's written description of incident with signature
14	Witness statements* Witnesses written statements with signature
15	Student statement Student's written statement with signature
16	Photos and or video surveillance* Pictures that may have been taken showing evidence
17	Social media postings, school work containing threatening content* Include screen shots of social media postings or copies of school work
18	Correspondences with parent/guardian, i.e., emails, phone calls Documented phone calls and emails between administrators and parent/guardian

* If there is no information, please include a sheet stating "There were no [\(fill in the blank\)](#)"

EXHIBIT J
Additional Services Agreement
Carbon Valley Academy

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2024-2025 school year.

Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services				
Required Services Pursuant to Section 10.4		FY25		
Required Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Infinite Campus License	247	\$ 13.82		\$ 3,413.54
PowerSchool Unified Insights		4.07		1,005.29
PowerSchool Performance Matters		6.53		1,612.91
PowerSchool Special Programs (SPED IEP system)		2.87		708.89
Classlink		2.84		701.48
Microsoft Azure Authentication and MultiFactor Authentication	5		\$ 59.98	299.90
Personnel Costs (IC, Unified Insights, ClassLink, etc.)		16.56		4,090.32
Total				\$ 11,832.33
Optional Services				
Optional Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Google Workspace for Education Plus (Required for TPCA)	247	\$ 3.70		\$ 913.90
Meet the Teacher (Aspen Ridge, Flagstaff, Montessori, Twin Peaks only)*				-
Webex (TPCA only)	0		\$ 90.04	-
Total				\$ 913.90
Human Resources				
RedRover & Applitrack (Frontline)	RedRover Use (1 or 0)	Annual Cost	Total Cost	
RedRover License (may not be available)	1	\$ 1,500.00	\$	1,500.00
Total			\$	1,500.00
Warehouse				
Delivery Service	Delivery Service (1 or 0)	Annual Cost	Total Cost	
Delivery Service	1	\$ 3,000.00	\$	3,000.00
Total			\$	3,000.00
Total Exhibit J Service/License Costs:			\$ 17,246.23	

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

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

Ad Hoc - As Requested Basis

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

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

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

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

Student Services:

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

- Truancy Filings (\$55/hour)

State Categorical Aid:

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

Federal Categorical Aid:

- **Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.**
- **Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:**

- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs
- MTSS/PBIS Support
- Classroom Management
- Partners in Education (PIE) Master's Program Coaching
- New Teacher Induction/What I Didn't Learn in College
- New Administrator Induction
- Teacher Mentor Training

Financial Services:

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

Acknowledged by:

Name

Signature

Title

Date

EXHIBIT K TRANSPORTATION PLAN AGREEMENT, INDEMNIFICATION AND RELEASE

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Firestone Charter Academy Contract Renewal
Strategic Priority – Portfolio of 21st-Century Instructional Focus Schools
and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the 2025-2030 contract with Firestone Charter Academy.

BACKGROUND

The District negotiated and renewed a standardized five year contract document with the charter schools. All charter school contracts were discussed at the April 9, 2025 Board Meeting and are presented individually for approval.

**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
FIRESTONE CHARTER ACADEMY**

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**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
FIRESTONE CHARTER ACADEMY**

This Contract is made and entered on July 01, 2025 ("Effective Date") by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the "District" and **FIRESTONE CHARTER ACADEMY.**, 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, 2031, 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 Firestone Charter Academy.

Charter Board shall mean the Firestone Charter Academy 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 August 22, 2007.

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, 2025 for a five-year period, terminating on June 30, 2030. 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, 2030 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, 2031 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. By law, extensions of the contract pursuant to this paragraph also extend the term of the waivers granted in connection with the contract. 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 or 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.

FIRESTONE CHARTER ACADEMY

**5753 Twilight Ave.
Longmont, CO 80504**

By 
Todd Riccio, President
Board of Directors

ATTEST:


Matt Anderson, 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

Automatic Waivers

School Name: Firestone Charter Academy

School Address (mailing): 5753 Twilight Avenue, Firestone, CO 80504

Charter School Waiver Contact Name: Jessica Cervantes

Charter School Waiver Contact's Phone Number: 303-772-3711

Charter School Waiver Contact's Email: jessica.cervantes@firestonecharteracademy.org

District Contact Name:

District Contact's Phone Number:

District Contact's Email:

Automatic Waivers

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

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

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

Rationale: This section requires that employee performance be performed by a person holding an administrative license. The general design of this statute was written with a focus on practices that apply to BOCES and school districts, but don't align perfectly to charter models. Should any designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations. The Firestone Charter Academy Board of Directors must have the ability to perform evaluations for the employees they supervise. Additionally, the principal or designee(s) must have the ability to perform the evaluation for personnel they supervise.

Replacement Plan: The Firestone Charter Academy Principal or designee(s) will oversee the evaluation of all personnel that the Board of Directors does not oversee. Should any other designated administrator not have Principal Licensure, this should not preclude him or her from administering the evaluations under the direction of the Principal. Firestone Charter Academy uses its own evaluation system as agreed to in the charter contract with St. Vrain Valley School District to annually evaluate all educators and any other licensed personnel. Firestone Charter Academy's system will continue to meet the intent of the law as outlined in statute. Staff will be annually trained in this evaluation system. All applicable staff will receive an annual evaluation that provides ratings that align with the state data collection. These evaluations will also include a goal setting component that is evaluated and mentored through administration. In compliance with state law, teacher evaluations will be kept confidential, however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development.

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

Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.

How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract. The Board of Directors of the school and school leader will annually evaluate the effectiveness of their evaluation systems

Expected Outcome: With this waiver, the school will be able to evaluate its teachers in accordance with our goals and objectives as a school, which is designed to produce greater accountability and be consistent with the school's mission and vision. This will benefit staff members as well as students and the community.

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

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

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

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

Rationale: Firestone Charter Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within Pinetree School District. Firestone Charter Academy will always meet at least the minimum required time and days as outlined in state law.

Replacement Plan: The final calendar and the school's daily schedule will be designed and approved by the Firestone Charter Academy's Board of Directors and will meet or exceed the requirements in state statute. The Board has adopted a policy that specifies a process regarding how and when a calendar is adopted and how changes to the calendar are made. A copy of the calendar will be distributed to parents/guardians of Firestone Charter Academy. To the extent possible, Firestone Charter Academy will endeavor to develop a calendar that aligns with the calendar of St. Vrain Valley School District.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to Firestone Charter Academy, as set forth in the charter agreement.
Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding
C.R.S. § 22-32-110(1)(y) Local Board Powers-Accepting Gifts, Donations, and Grants
Rationale: In order to manage its own budget and finances, Firestone Charter Academy must be granted the authority to develop its own financial policies and practices. Firestone Charter Academy, rather than St. Vrain Valley School District, is in the best position to know what goods and services are needed and which vendors and providers may be available.
Replacement Plan: The Firestone Charter Academy Board of Directors has adopted a policy concerning competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. Firestone Charter Academy will ensure the process is open, transparent, and in compliance with all applicable rules and regulations. Additionally, the board has adopted a policy for accepting gifts, grants and donations.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to Firestone Charter Academy, as set forth in the charter agreement.
Expected Outcome: Firestone Charter Academy expects that, because of this waiver, it will be able to manage its own financial affairs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-63-201 Employment Certificate Required

Rationale: Firestone Charter Academy must be granted the authority to hire teachers and principals that will support the school's goals and objectives and establish its own terms and conditions of employment, policies, etc. In order to accomplish this, the Administration may seek applicants from out of state, teachers with lapsed certificates, or persons with several years of successful teachings experiences in a setting not requiring a license, as well as persons with business or professional experience. All employees of FCA will meet Federal Highly Qualified requirements.
Replacement Plan: The Firestone Charter Academy employees will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. All school employees will meet applicable fingerprinting and background check requirements. Special Education Teachers will hold the requisite state license and endorsement. Firestone Charter Academy will report the number of in- field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to Firestone Charter Academy, as set forth in the charter agreement.
Expected Outcome: As a result of this waiver, Firestone Charter Academy will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-63-202 Teacher Employment, Contracts in Writing - Duration-Damage Provision
C.R.S. § 22-63-203 Proationary Teachers-Renewal and Non-renewal of Employment Contract
Rationale: To manage its own personnel, Firestone Charter Academy must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment.
Replacement Plan: All Firestone Charter Academy employees will be employed on an at-will basis. Firestone Charter Academy has written teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to Firestone Charter Academy, as set forth in the charter agreement.

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

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

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

Rationale: Firestone Charter Academy has a unique curriculum for which having the proper teaching staff is essential. No other school nor St. Vrain Valley School District should have the authority to transfer its teachers into or from Firestone Charter Academy.

Replacement Plan: Firestone Charter Academy will not participate in the district's transfer policies and procedures; however, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, hair length or a protective hairstyle that is commonly or historically associated with race.

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

Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.

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

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

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

C.R.S. § 22-7-1014(2)(a) Preschool Individualized Readiness Plans - School Readiness - Assessments

Rationale: Firestone Charter Academy is a data driven school that is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success. Firestone Charter Academy already has strong programs and assessments in place that assess students' school readiness relating to physical well-being, social-emotional development, language and comprehension development, cognition, and general knowledge (literacy and mathematics).

Replacement Plan: Every kindergarten student at Firestone Charter Academy will be administered a school readiness assessment within the first 60 calendar days of the school year. The assessment instruments used will be research based, reliable and valid. Firestone Charter Academy intends on using the below assessment instrument(s) to assess each of the domains outlined in the statute:

Physical well-being & motor: Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development. Firestone Charter Academy uses TS Gold as the approved assessment.

Social and Emotional: Assessment information is gathered by observations protocols by the classroom teacher based on appropriate developmental guidelines and Colorado state standards. Firestone Charter Academy uses TS Gold as the approved assessment.

Language & Comprehension: Students are assessed based on appropriate developmental guidelines and Colorado state standards. We use the Foundations program and administer monthly assessments to monitor reading, writing, listening and speaking skills growth. Firestone also uses Renaissance STAR Early Literacy to measure Reading and math, as well as Dibles and TS Gold.

Cognition: Assessment information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and Colorado state standards. Any student not making adequate growth in any areas receive MTSS strategies in small groups or 1:1 instruction. MTSS plans are developed with the support documentation attached. The information includes results of formal assessments, informal assessments and developmental checklists. This information is housed in Unified Insights, which is an internet based achievement data management system. Firestone Charter Academy uses TS Gold as an approved assessment. Students are also assessed in Dibels and Acadience for Progress Monitoring data.

Math: Acadience Assessments is given bimonthly to monitor progress based on common core and Colorado state standards. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher or math interventionist. Students are assessed in STAR Early Literacy as well for early numeracy.

Literacy: Assessment criteria is based on appropriate developmental guidelines and Colorado state standards. Students receive a Dibels assessment three times per year. Any student who does not make benchmark is progress monitored every two weeks to note progress. If the student is far below benchmark on two consecutive administrations the student is placed on a READ plan and given an additional 30 minutes of small group instruction. Additionally, the STAR Renaissance Early Literacy assessment is administered 2 times per year giving specific areas of strength and areas to work on for each child.

The data collected from these assessment(s) will be used to develop an individualized readiness plan for each kindergarten student and will inform individual learning plans, RTI, and drive classroom instruction within the school. This school readiness data will not be used to deny admission or progress to first grade. The data collected will be made readily available to St. Vrain Valley School District, and Firestone Charter Academy will report this data, as required by State law in Unified Insights to the district.

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

Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.

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

Expected Outcome: As a result of this waivers, Firestone Charter Academy will be able to implement the necessary policies to increase student achievement within existing structures.

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

C.R.S. § 22-2-112(1)(q)(l) Duties of the commissioner - report of teacher evaluation ratings

Rationale: Firestone Charter Academy currently holds a waiver for C.R.S. 22-9-106 and is using its own evaluation system that meets the original intent of SB 10-191. By additionally waiving C.R.S 22-2-112 (1)(q)(l), Firestone Charter Academy will still be required to report their course enrollment data in the TSDL (Teacher Student Data Link), but will not be required to report their teacher evaluation ratings since the school currently uses its own evaluation system.

Replacement Plan: Firestone Charter Academy's evaluation system and the methods used include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Firestone Charter Academy will not be required to report their teacher evaluation data through the TSDL collection; however teacher performance data will be reviewed by the school and used to inform hiring FCA practices and professional development. Core course level participation will continue to be reported pursuant to 22-11-503.5.

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

Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.

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

Expected Outcome: Firestone Charter Academy expects that, as a result of this waiver, it will be able to independently manage its teacher evaluation system in alignment with our educational goals and priorities.

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

C.R.S. § 22-32-120 Food services - authority of board of education

Rationale: Firestone Charter Academy operates under a board of directors as established by our articles of incorporation, rather than a traditional board of education. As an independent charter school, our governance structure and decision-making processes are distinct from those of district schools. Therefore, the statutory authority granted to district boards of education regarding food services does not align with our organizational framework. Waiving out of this policy will allow Firestone Charter Academy to independently manage its food service program in a manner that best serves our students and community, without the need for district oversight or involvement.

Replacement Plan: Firestone Charter Academy's food service program will ensure that all meals provided to our students meet federal nutrition guidelines and requirements, including those set by the National School Lunch Program and the Healthy, Hunger-Free Kids Act. This arrangement guarantees that our meal program adheres to all federal guidelines, including those related to nutrition and food safety. In managing our food services independently, Firestone Charter Academy remains committed to providing equitable access to high-quality meals for all.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to Firestone Charter Academy, as set forth in the charter agreement.
Expected Outcome: Firestone Charter Academy expects that, as a result of this waiver, it will be able to independently manage its food service program while ensuring that all meals meet federal nutrition standards. This approach allows the school to maintain control over its food services in alignment with our unique operational structure, while still providing equitable and high-quality meals to all students.

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

C.R.S. § 22-32-119 Kindergartens--definition

Rationale: As a charter school, we operate independently and are best positioned to design and implement a full-day kindergarten program that aligns with our unique educational approach and goals. We believe that our ability to tailor our curriculum, training, and regulations to meet the specific needs of our students will enhance the effectiveness of our program. Additionally, our funding and resource management strategies are optimized to support our own program design, ensuring that we can provide high-quality educational experiences without the constraints of district-wide policies.
Replacement Plan: Our administrators oversee and manage all aspects of our kindergarten program, including courses of training, study, discipline, and program rules in accordance with oversight from our Board of Directors. This governance structure allows us to tailor our kindergarten curriculum and policies to align with our school's educational philosophy and specific needs. By managing these elements internally, Firestone Charter Academy ensures that our kindergarten program remains effective, compliant with regulations, and well-suited to our students' needs.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to Firestone Charter Academy, as set forth in the charter agreement.
Expected Outcome: Firestone Charter Academy expects that, as a result of this waiver, it will be able to independently manage and oversee its kindergarten program through our Board of Directors. This will allow us to design and implement a curriculum and set policies that are specifically aligned with our educational goals and the unique needs of our students. Consequently, we anticipate enhanced program effectiveness and adherence to both state and federal regulations, benefiting our students and supporting our mission.

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

C.R.S. § 22-32-109(aa) Requires Districts to adopt content standards and a plan for implementation of such standards

Rationale: Firestone Charter Academy will be operating independently from other schools in the District and should be delegated the authority to adopt and implement its own content standards as long as said standards meet or exceed State content standards

Replacement Plan: Firestone Charter Academy has adopted content standards and a plan for implementation of such standards. The standards shall meet or exceed State content standards. The administration shall be responsible for implementation of the standards with oversight by the Board of Directors

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

Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or the FCA budget.

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

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

C.R.S. § 22-1-110 Effect of use of alcohol and controlled substances to be taught. Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught at all grade levels.

Rationale: Firestone Charter Academy uses a different curriculum and sequence than do other St. Vrain District Schools. The instructional

Replacement Plan: Firestone Charter Academy will identify instructional materials and strategies to integrate these topics into the

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

Financial Impact: Firestone Charter Academy anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and

EXHIBIT B DISTRICT POLICY EXEMPTIONS/WAIVERS

SVVSD BOARD POLICIES eff 07/2019		Automatic Waivers	Firestone Charter Academy	FY20 Update	New
SECTION A - FOUNDATIONS AND BASIC COMMITMENTS					
AA	School District Legal Status		X		
AC	Nondiscrimination/Equal Opportunity		X	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			Title IX	New
AC-R-1 (Option 2)	Nondiscrimination/Equal Opportunity (Complaint and Compliance Process) - Superintendent employee			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		X		
ADC	Tobacco-Free Schools		X	2020 Legislation	
ADD	Safe Schools		X		
ADD-R	District Safety/Security Committees – Regulation				
ADF	School Wellness		X		
AE	Accountability/Commitment to Accomplishment		X		
AED*	Accreditation				
AEE*	Waiver of State Law and Regulation				
SECTION B - SCHOOL BOARD GOVERNANCE AND OPERATIONS					
BBA	School Board Powers and Responsibilities		X		
BBBA	Board Member Qualifications		X		
BBBE	Unexpired Term Fulfillment/Vacancies				
BBBG	Board Elections		X		
BC	School Board Member Conduct		X		
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	Gifting, Awards, Honorariums and Sponsorships				
BCAA-E	Giftings, Awards, Honorariums and Sponsorships Guidelines – Exhibit				

BCB	School Board Member Conflict of Interest		X		
BDA	Board Organizational Meeting				
BDB	Board Officers				
BDF	Advisory Committees		X		
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		X		
BEC	Executive Sessions				
BEDA	Notification of School Board Meetings		X		
BEDB	Agenda				
BEDD	Rules of Order				
BEDF	Voting Method				
BEDG	Minutes		X		
BEDH	Public Participation at School Board Meetings		X		
BEDH-R	Public Participation at School Board Meetings – Regulation				
BEDJ	Media Coverage of Board Meetings				
BG	School Board Policy Process		X		
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)		X		
CBB	Recruitment of Superintendent				
CBD	Superintendent's Contract				
CBF	Superintendent's Conduct				
CBI	Evaluation of Superintendent				
CC	Administrative Organization		X		
CC-E	St. Vrain Administrative Organizational Chart – Exhibit				
CCB	Line and Staff Relations				
CH	Policy Implementation		X		
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		X		
DBD	Determination of Budget Priorities		X		
DBG	Budget Adoption				
DBG-E-1	Deadlines in Budgeting Process Set by Statute – Exhibit				
DBK*	Fiscal Emergencies				
DD	Grants Management		X		
DEA	Funds from Local Tax Sources				
DFA/DFAA	Revenues from Investments/Use of Surplus Funds				
DG	Banking Services (And Deposit of Funds)		X		
DGA/DGB	Authorized Signatures on District Checks		X		
DH	Bonded Employees and Officers		X		
DI	Fiscal Accounting				
DIE	Annual Audit		X		
DJ/DJA	Purchasing/Purchasing Authority				
DJB*	Federal Procurement		X		
DJB*-R	Federal Procurement – Regulation		X		
DJCA*	Purchasing Procedures		X		
DJCA*-R	Purchasing Procedures – Regulation		X		
DJE	Procurement Procedures				
DJG	Vendor Relations				
DKC	Expense Authorization/Reimbursement		X		
DLB	Retirement Plans		X		
DLB-R	Retirement Plans – Regulation				
DN	School Properties Disposition		X		
DN-R	School Properties Disposition – Regulation		X		
SECTION E - SUPPORT SERVICES					
EBAB	Hazardous Materials				
EBAB-R	Hazardous Materials – Regulation				
EBBA	Prevention of Disease/Infection Transmission (Handling Body Fluids)			Reopening Schools	
EBBA-R	Prevention of Disease/Infection Transmission (Handling Body Fluids and Substances) – Regulation			Reopening Schools	
EBBB	Accident Reports				

EBCB	Safety Drills and Exercises				
EBCB-R	Safety Drills – Regulation				
EBCB-E	Record of Fire Evacuation Drill (Fire Code Section 405.5) – Exhibit				
EBCE	School Closings and Cancellations	X	X	Reopening Schools	
ECA/ECAB	Security/Access to Buildings				
ECAC	Vandalism				
EEA	Student Transportation	X	X		
EEAA	Walkers and Riders	X	X		
EEAC	Bus Scheduling and Routing	X	X		
EEAE	Bus Safety Program	X	X		
EEAEA	School Transportation Vehicle Operator Requirements and Training	X	X		
EEAEAA*	Drug and Alcohol Testing for CDL Drivers	X	X		
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation	X	X		
EEAEF*	Video Cameras on Transportation Vehicles	X	X		
EEAEG*	Use of Wireless Communication Devices by School Transportation Vehicle Operator	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)		X		
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		X		
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		X		
FEGB	Contractor's Insurances, Affidavits and Guarantees		X		
FEH	Construction Change Orders		X		
FF	Naming of Facilities	X	X		
FFA	Dedications, Memorials and Recognitions	X	X		
SECTION G - PERSONNEL					
GBA	Open Hiring/Equal Employment Opportunity		X	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)		X		
GBEB-R	Staff Conduct (And Responsibilities) – Regulation		X		
GBEB-R-2	Staff Conduct (And Responsibilities) – Regulation		X		
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		X		
GBEE*-R	Staff Responsible Use of the Internet and Electronic Communications Guidelines – Regulation		X		
GBEE*-E-1	Staff Responsible Use of the Internet and Electronic Communications Agreement – Exhibit		X		
GBEE*-E-2	Non-Staff Responsible Use of the Internet and Electronic Communications Agreement – Exhibit		X		
GBEF	Weapons in the Workplace				
GBGA	Staff Health (And Medical Examination Requirements)			Reopening Schools	
GBGA-R	Staff Health – Regulation		X		
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	X	X		
GCI	Professional Staff Development	X	X		
GCKAA*	Teacher Displacement	X	X		
GCO	Evaluation of Licensed Personnel	X	X		
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff	X	X		
GCQE*	Evaluation of Evaluators	X	X		
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal	X	X		

GCS	Professional Research and Publishing	X	X		
GDA	Support Staff Positions	X	X		
GDBA	Support Staff Compensation	X	X		
GDE/GDF	Support Staff Recruiting/Hiring	X	X	2020 Legislation	
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation	X	X		
GDG	Part-Time and Substitute Support Staff Employment	X	X		
GDO	Evaluation of Support Staff	X	X		
GDQB	Resignation of Support Staff	X	X		
GDQD	Discipline, Suspension and Dismissal of Support Staff	X	X		
SECTION H - NEGOTIATIONS					
HA	Negotiations Goals/Priority Objectives	X	X		
HH	Negotiating Organization (Instructional Staff)	X	X		
SECTION I - INSTRUCTION					
IC/ICA	School Year/School Calendar/Instruction Time	X	X	Reopening Schools	
IFC	Multiculturalism	X	X		
IG	Curriculum Development	X	X		
IHAI	Career and Technical Education	X	X		
IHAM	Health and Family Life/Sex Education	X	X		
IHAM-R	Health Education – Regulation	X	X		
IHAMA	Teaching about Drugs, Alcohol and Tobacco	X	X		
IHBA	Special Education Programs for Students with Disabilities	X	X		
IHBB	Gifted Education	X	X		
IHBD	Equivalence of Services (Title I)	X	X		
IHBEA	English Language Learners	X	X		
IHBF	Homebound Instruction	X	X		
IHBG	Home Schooling	X	X		
IHBIB	Primary/Preprimary Education	X	X		
IHBK	Preparation for Postsecondary and Workforce Success	X	X		
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Stu	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/Gu	X	X		
IKE	Ensuring All Students Meet Standards	X	X		
IKF	Graduation Requirements				
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation	X	X		
IKFA	Early Graduation	X	X		
IKFB	Graduation Exercises	X	X		
ILBC	Early Literacy and Reading Comprehension (Colorado READ Act)				
ILBC-R	Early Literacy and Reading Comprehension (Procedures to Implement the Colorado READ Act) – Regulation				
IMB	Teaching about Controversial Issues and Use of Controversial Materials	X	X		
IMDB	Flag Displays	X	X		
SECTION J - STUDENTS					
JB	Equal Educational Opportunities			2020 Legislation	
JBB*	Sexual Harassment of Students			Title IX	
JC	School Attendance Areas	X	X		
JC-R	Determination of a Student's School Attendance Area – Regulation	X	X		
JCAA	School Districting/Redistricting	X	X		
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation	X	X		
JEA	Compulsory Attendance Ages				
JEB	Entrance Age Requirements				
JF	Admissions and Denial of Admissions		X	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		X	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 Inst	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		X	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		
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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		

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JKA-R	Use of Physical Intervention and Restraint – Regulation		X		
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JKBA*-R	Disciplinary Removal from Classroom – Regulation	X	X		
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JKD/JKE-R	Suspension/Expulsion of Students (Hearing Procedures) – Regulation				
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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				
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JLCE-R	First Aid and Emergency Medical Care – Regulation				
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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		
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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		
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JRCA*	Sharing of Student Records/Information between School District and State Agencies				
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JS*-E	Student Responsible Use of Technology, Access and Digital Communication Expectations – Exhibit				
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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	
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LBD*-E	District Charter School Intent to Apply Form – Exhibit				
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LDA	Student Teaching		X		
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EXHIBIT C

RECRUITMENT OUTREACH PLAN

GOAL:

Firestone Charter Academy is committed to the goal of recruiting, enrolling and retaining a student population that will mirror and be reasonably representative of the “at risk” grades K – 8 student population in the District attendance area it serves. This diverse student population will enrich the experience of all students at the school.

Communication:

1. All enrollment materials will be directed toward all students throughout our enrollment area, including those eligible for:
 - (a) free/reduced lunch eligible students AND
 - (b) academically low-achieving students
2. We will provide the free/reduced lunch eligible application (as provided to us by the District) as part of the enrollment process.
3. We will use free/reduced lunch data for assessing eligibility for waiving required fees.

Goal	Activities	Person Responsible	Timeline
Firestone Charter Academy will implement outreach activities specifically targeting the FRL student population	▪ Distribute enrollment materials/flyers to targeted neighborhoods in the Carbon Valley area. ▪ Provide enrollment packets and host a minimum of two community activities throughout year.	School Growth Task Force	Year-long

Parent involvement:

Firestone Charter Academy believes that all parents want their children to succeed in school and that parent support and involvement in a child’s education increases the probability of school success. One of the ways that parents support their children is through 20 hours per family of volunteer service. Diverse opportunities exist for parents to fulfill this.

Goal	Activities	Person Responsible	Timeline
Firestone Charter	▪ Principal/teachers will work with families to find ways to fulfill the	Principal	Year-long activity

Academy will support parents in being partners in their child(ren)'s education	20 hours parent volunteer agreement in order to accommodate work schedules and family needs. ▪ Opportunities exist to fulfill the required hours with alternate contributions of Treasure or Talent ▪ Staff and parent task forces will extend personal invitations to encourage involvement for those who are hesitant about volunteering at the school. ▪ Firestone Charter Academy provides a before- and after-school program to support working families. ▪ Firestone Charter Academy provides a variety of intervention services to help support students who struggle with academic focus.	All staff, Before-After School Director, Interventionist	

Access to school

Firestone Charter Academy supports access to the school by a diverse population and invests thought, energy and resources to help make the school accessible to a diverse population.

Goal	Activities	Person Responsible	Timeline
Firestone Charter Academy will support parents in finding viable methods to get students to and from the school.	▪ We will have a parent volunteer to work with families in arranging carpools. ▪ At the Back-To-School Night, there will be a table for families to sign up to car pool. Families are encouraged to utilize car pooling as a viable family transportation avenue. □□ Enrollment to the K-8 school will be through a lottery.	Principal, Carpool Coordinator, Preschool Director	Ongoing

Language barriers

Firestone Charter Academy will work to minimize barriers to a diverse population enrolling at the school by attending to and minimizing language barriers. Demographics indicate the two dominant languages in the area are English and Spanish. After enrollment, Firestone Charter Academy will support these students in the manner described in its application.

Goal	Activities	Person Responsible	Timeline
Firestone Charter Academy will support parents' access to the school by reducing language barriers that prevent understanding of enrollment and attendance information.	▪ Outreach materials will be printed in English and Spanish as needed. ▪ We will provide Spanish speaker/translator during enrollment conversations as needed. ▪ Enrollment forms are provided in English and Spanish as needed.	Principal	Ongoing

EXHIBIT D

Enrollment and Waiting List

Enrollment Policy

Firestone Charter Academy welcomes all students, recognizing diversity as a virtue. Thus, Firestone Charter Academy prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, creed, age, marital status, sexual orientation, gender identity, genetic information, conditions related to pregnancy or childbirth, disability or need for special education services in admissions, access to, treatment, or employment in educational programs or activities which it operates. The enrollment policy is designed to meet the requirements of Colorado Revised Statute 22- 30.5-104(3), ensuring equal access to the school for all. Such access encompasses academically low achieving students, exceptional students, and students with special needs.

Method of Enrollment

Parents and Guardians request enrollment by submitting an Intent to Enroll application during the school's open enrollment period. Submission of this application does not guarantee an enrollment offer. Applications must be submitted through our online Intent to Enroll application lottery system. As demand is expected to exceed capacity, the following criteria will be used to establish admission priority:

1. Siblings of enrolled students
2. Incoming kindergarten students who attended the school's preschool in the year immediately preceding kindergarten
3. Children of current staff

To initiate the enrollment process, a random lottery will be held after the open enrollment period closes to establish the order for enrollment across grade levels. If the number of Intent to Enroll applications exceeds the available capacity for any grade level, those applications will be processed through our third-party lottery system. This system will assign students to available seats and create a numbered waitlist. The waitlist will initially reflect a specific order, but it is dynamic and may change based on the criteria used above to extend offers as seats become available. While the waitlist indicates the order for future seat offers, it does not guarantee admission. If a student is admitted and has siblings on the waitlist, those siblings will receive priority placement within their grade-level list.

Open Enrollment Period

The Open Enrollment period will generally align with the district's open enrollment and seat offer schedule. All Intent to Enroll applications received during this time will be considered for the following school year. The Open Enrollment period will be announced to the school community at least fourteen (14) days before it closes to ensure equal opportunity for all interested families.

Enrollment Acceptance

Once a seat becomes available, the automated lottery system will send seat offers to families based on the initial lottery results and the waitlist order. For the initial lottery run, families will receive offers that align with the district's open enrollment schedule for seat offers and acceptance. After the initial lottery round, families will have three business days to accept any subsequent offers as additional seats become available. If no response is received within this timeframe, the system will assume the offer has been declined, and the seat will be automatically offered to the next student on the waitlist.

Vacancies

Vacancies arising during the school year may be filled at the principal's discretion.

Adopted: October 14, 2006

Reviewed and Adopted: January 20, 2009

Updated April, 2010

Updated December, 2014

Updated July, 2020

Updated October 24, 2024



Colorado's Unified Improvement Plan for Schools

Firestone Charter Academy UIP 2023-24 | School: Firestone Charter Academy | District: St Vrain Valley RE1J | Org ID: 0470 | School ID: 4333 |
Framework: Performance Plan |

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Executive Summary



Priority Performance Challenges

- *Math Proficiency and Growth*



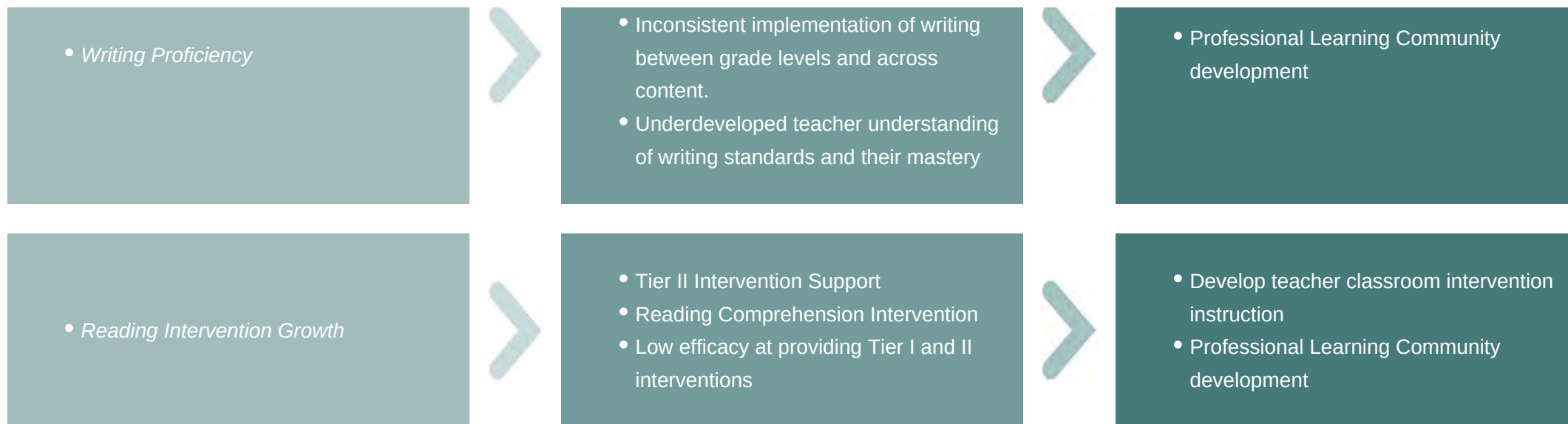
Root Cause

- Math Fact Fluency
- Unclear expectations on expressing math reasoning
- Lack of intervention in math at lower grades leads to gaps in upper grades



Major Improvement Strategies

- Build Proficiency in Math Content Standards and Mathematical Practice Standards
- Develop teacher classroom intervention instruction



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

Firestone Charter Academy is an award-winning K-8 public charter school that opened in 2008 as Imagine Charter School at Firestone. In June 2020 the school became Firestone Charter Academy, retaining the mission and vision, staff, and culture of the original school. The school lies within the St. Vrain Valley School District. FCA uses a Core Knowledge curriculum with a classical approach.

The classical model is based on the Trivium, which is divided into three stages, Grammar, Logic, and Rhetoric, occurring in that order. These three stages are experienced by all students in grades K-12, but each stage is emphasized at different levels of a student's education based on developmental readiness. In the "grammar stage" (approximately up through 4th grade), children are excited to learn new information, soaking it up like "sponges." We take advantage of children's love of knowledge by pairing our classical approach with the content-rich liberal arts curriculum of Core Knowledge. We believe that students need a broad framework of subjects in order to become well educated, no matter what profession they ultimately pursue. The subjects of history, science, art, and music, starting in kindergarten, support and

encourage strong literacy, mathematics, and critical thinking skills. With that in mind, you might hear our kindergartners singing the 50 states song, first graders singing about Mesopotamia, second graders singing about the parts of an insect or cloud types, and third graders chanting about neurons and dendrites.

As students move into 5th grade and beyond, they shift into the “logic stage” where they can use their developing abstract thinking skills to discuss and argue bigger ideas and philosophies. They have a broad knowledge base to pull from as they continue their study of ancient Greece and Rome, the World Wars, and Constitutional government, Oceanography, Earth Science, Physics, and Chemistry, Algebra, and Literature. Students at this age are ready to enhance their understanding of the content learned during the younger years as they have deeper class discussions, practicing both their verbal and written abilities to structure their arguments.

Within our classical framework, we incorporate character education through the Core Virtues and Habitudes programs into our daily conversations. Using examples in literature and history, as well as direct instruction, the virtues of respect, responsibility, faithfulness, love of country, and courage, and so forth, are woven into the curriculum.

Our Commitment

- A professional staff and content-rich curriculum that challenges students at all levels to achieve.
- Small communities within the school that enable students to form strong relationships with their peers and adults.
- A welcoming and respectful environment for each family, and opportunities for families to be involved in many aspects of the school.
- An emphasis on each student’s positive character development through role-modeling, curricular emphasis, and community service.
- Financial accountability and stewardship of resources in a way that enables our school to be sustainable.

Narrative on Data Analysis and Root Cause Identification

Description of School Setting and Process for Data Analysis

Firestone Charter Academy is a Preschool through 8th grade public Charter school authorized in the St. Vrain Valley School District. Firestone Charter Academy is made up of a 72% Caucasian population, The highest minority at Firestone Charter Academy are students of Hispanic or Latino origins representing 20% of the student population. At Firestone Charter Academy, our school enlists the help of committees made up of teachers, parents and staff members to make decisions for the betterment of the school. We have committees who work on Academics, Character Formation and Parent Involvement and Choice. Our academic committee, as well as our teachers and board members analyzed our state and local assessment data to determine a need for support in Math and in Writing. The teams also determined a need to focus on what is student engagement, how to measure it and how to increase it. Teachers meet before students start their year to do root cause analysis of their own classroom and grade level data, as well as school trends using both our CMAS state assessments and our school STAR Renaissance assessment results. In 2023, Firestone Charter Academy will be analyzing Reading, Writing and Math for grades 3rd through 8th. Teachers met as grade level teams as well as vertically to discuss needs to improve data. After initial analysis by teachers and leaders, the data was brought to our school board, highlighting needs and celebrations. Our board and

school accountability committee(SAC) question and advise on next steps and the analysis of data. Our academic growth committee, comprised of teachers, meets monthly to analyze data and report on trends and further needs. This is brought monthly before our board and quarterly before our School Accountability Committee to review. Our School Accountability Committee also meets quarterly to discuss survey results centered around parent choice including communication, homework and rigor, through the parent lens. Through analysis by these groups, our school has determined a need to focus on literary reading, writing and math and growth for the 2023/2024 school year. We will analyze and improve writing in the ELA classrooms, but also across the content. This focus on writing should be reflected not only in ELA scores, but also through an increase in reasoning scores on the Math assessment.

Some factors that have been acknowledged as changes to our demographic are that the population of the school has increased over the past several years, which is representative of the population growth in the area around the school. With this school population growth, we have also seen an increase in our multi language learner percentage of our school population from 4.1% in 2020/21, to 4.7% in 2021/22, to 6.1% in 2022/23 and our free and reduced lunch percentage of our school population from 12.8% in 2020/21, to 14.6% in 2021/22, to 18.6% in 2022/23. Also important to note that our attendance rate decreased from 2021/22 at 96.5% to 93.9% in 2022/23.

Initial assessment data from the August 2023 administration of STAR Renaissance tells us that 57% of our students are proficient in Math and 47% are proficient in Reading when using a proficiency benchmark of 50%ile. We also see that in grades sixth through eighth, 30% of our students fall below the 25th percentile on STAR reading.

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).

Students in grades 3rd-8th did not meet expected growth targets on the subdomain of written expression on the Colorado State Assessment in 2023. Third and fifth grades fell far below the target at 11% and 15% respectively. All other grades fell below the writing target. However, celebrations can be seen in that 4th grade grew from 31% to 33%; 5th grew from 15% to 26% and 8th grade grew from 37% to 49% meeting and exceeding benchmark writing standards from 2022 to 2023. We also saw celebration in the growth from the 2022 3rd, 5th and 7th grades to the 2023 4th, 6th and 8th grades in ELA as evidenced by respective MSS growth from 741 to 752, 739 to 749 and 759 to 764 in those grade levels. No grade in 6th -8th achieved the goal of 770, but 8th grade was closest with 764. The 6th-8th grade average Mean Scaled Score(MSS) for writing was 754. The average MSS of grades 3rd-5th was 738, which was also below the goal of 765.

Students in grades 3rd-5th achieved an average MSS of 734 in Math, as measured by the CMAS assessment administered in 2023. Students in grades 6th-8th achieved an average MSS of 736 in math, as measured by the CMAS assessment administered in 2023. While Firestone Charter Academy did not meet the goal around mean scaled score, grades 4th, 5th and 8th saw increases across all domains of math in 2023 from 2022. Domains that really suffered in grades 6th and

7th were reasoning and modeling.

Students identified as SRD at Firestone Charter Academy are above the 6% goal at 11%.

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

During the 2022/2023 school year, Firestone Charter Academy looked closely at writing standards and began implementing monitoring of writing across the content. Due to the data from 2023 CMAS, we will continue to develop our writing instruction.

During the 2022/2023 school year, Firestone Charter Academy fully implemented the Reveal Math program in Kindergarten through 8th grade. That school year was the first year that the program had been used vertically across all grade levels. Now that the program is in its second year, we anticipate more efficacy in teacher instruction in using the program and thus it being used more efficiently to support all students.

Due to the lower scores in the subdomains of reasoning in math and writing in ELA, we will also need to identify ways to help students express their thinking and reasoning in written form. In order to accomplish this, we will implement more cooperative learning structures to enable students to discuss their thinking and talk to classmates about this. Teachers were trained in Kagan's Cooperative Learning structures to guide and systematize and structuralize the use of groups for thinking through problems in August. Teachers are also doing intentional PLC work in the content of writing. Teachers are ensuring writing prompts are standards-aligned and developing rubrics written in kid friendly language to give students responsibility and accountability to their writing.

In an effort to enable students to use higher order thinking, Firestone Charter Academy will also emphasize fact and vocabulary fluency in all grades across the content. In empowering students to master these foundational components of learning they will be more able to achieve the higher levels of thinking necessary to reason and write.

In an effort to close the gaps for our 5th through 8th grade students, we have created a schedule that gives every student a time for intervention or enrichment in both reading in math. The instructors will work to close the learning gaps and interventionists will pull smaller groups in math and reading to ensure our lower performing students have the skills necessary to access the higher level thinking required in our Core Knowledge Curriculum use. Teachers in grades Kindergarten through 4th also have intervention blocks in their schedules to include intervention and enrichment opportunities for all students and truly meet their learning needs.

In order to support our students identified as SRD, we have made sure that all teachers are trained in best practices for reading instruction. Teachers in grades Kindergarten through second have been trained in Orton-Gillingham and are using Foundations in their reading classrooms. Reading interventionists will also work with our most highly impacted students in a small group setting, while supporting teachers in Tier 2 instruction in the classroom for those students with reading deficiencies.

Current Performance

- Our School Performance Framework preliminary rating has been sent at Meets. Our Elementary achievement and growth are both approaching, while our Middle School is meeting expectations. During the 2022/2023 school year, we have seen these numbers decrease in our elementary program. Of particular concern is the low achievement and growth in the areas of ELA. We have a small celebration in the area of math in our elementary students as the median growth percentile

has increased from 26.5 in 2022 to 45.5 in 2023. Middle School ELA median growth percentile grew from 46 in 2022 to 59 in 2023. Proficiency on CMAS ELA in middle school has remained at a consistent 80%ile rank from 2022 to 2023.

Firestone Charter Academy uses STAR Renaissance to measure Benchmark proficiency 4 times during the school year: August, October, December and May. In the 2022/23 school year, students grew a grade level average of 1.06NCE in reading and 1.03NCE in math as measured by the STAR Renaissance Assessments. When averaged by teacher growth was 1.08NCE in reading and 1.05NCE in math. Teacher average more accurately captures all students because it factors the number of rounds per grade level in the data. These are both celebrations, demonstrating over 1 years growth on the Normal Curve.

Reading			
Grade	Average NCE	Growth	SGP
1st Fall	36.6		
1 Midterm	41.8		
1 Winter	49.5		
1 Spring	55.3	1.19	57
2nd Fall	54.3		
2 Midterm	57.3		
2 Winter	60		
2 Spring	62	1.08	52
3rd Fall	46.7		
3rd Midterm	50.2		
3 Spring	53.5	1.07	48
4th Fall	54.3		
4 Midterm	54.4		
4 Winter	57.8		

4 Spring	56.5	1.02	59
5th Fall	42.8		
5 Midterm	47.6		
5 Winter	49.1		
5 Spring	50.1	1.07	62
6th Fall	39.8		
6 Midterm	47.3		
6 Winter	44.8		
6 Spring	46.3	1.07	64
7th Fall	45.9		
7 Midterm	50.4		
7 Winter	47.6		
7 Spring	46.3	1.00	51
8th Fall	47.6		
8 Midterm	52.7		
8 Winter	52		
8 Spring	49.1	1.02	54
School Average	49.98709677	1.063875	55.875
Math			
Grade	Average NCE	Growth	SGP

1st Fall	49.9		
1 Midterm	59		
1 Winter	61.4		
1 Spring	59.6	1.10	56
2nd Fall	56.5		
2 Midterm	60.6		
2Winter	58.8		
2 Spring	58	1.02	31
3rd Fall	50.9		
3 Midterm	56.4		
3 Winter	55.7		
3 Spring	52.1	1.01	32
4th Fall	54.9		
4 Midterm	60.8		
4 Winter	60.9		
4 Spring	66.1	1.11	67
5th Fall	47.3		
5 Midterm	49.6		
5 Winter	49.8		
5 Spring	48.9	1.02	28
6th Fall	48.2		

6 Midterm	49.5		
6 Winter	48.1		
6 spring	48.2	1.00	55
7th Fall	43.5		
7 Midterm	49.3		
7 Winter	46.4		
7 Spring	45.1	1.02	50
8th Fall	48.5		
8 Midterm	49.9		
8 Winter	50.5		
8 Spring	48.6	1.00	49
Overall	52.90625	1.033625	46

In addition, our students demonstrating significant reading deficiency increased from 8.6% in 2019 to 17.2% in 2021. We have been able to slowly decrease this number since 2021. In 2022 we had a SRD percentage of 12% and in 2023 we have a percentage at 11%

STAR Renaissance growth is based on a normal growth curve. Our CMAS assessment, measuring growth on performance on the state standards tell us that we need to focus on our math standards proficiency. Students in grades 4 and 8 showed a decrease in standard proficiency, from 38 to 28 and 51 to 21 respectively. These are proficiency scores from different classes, however are concerning numbers. Our 6th grade did grow from 15 to 27, however still demonstrates a need for Math work. The largest drops in math proficiency were seen in modeling and reasoning domains. CMAS ELA results are stronger, showing growth in grades 3rd and 7th, and a drop of 1% in grade 5. We will continue our writing work to address the gaps we have identified. Drops in proficiency ranged, however writing remains an area of significant need.

Trend Analysis



Trend Direction: Decreasing

Performance Indicator Target: Academic Achievement (Status)

Our school is on a decreasing trend for students identified with Significant Reading Deficiency(SRD). In 2019, 8.6% of our students in grades K-3 were identified as having significant reading deficiency. In 2021 that number jumped to 17.9%. Since 2022 we have seen a decrease in this number with 12.5%in 2022 and 11.2% in 2023.



Trend Direction: Decreasing

Performance Indicator Target: Academic Achievement (Status)

Elementary school students are on a slight decline in ELA on CMAS(2019 = 750 MSS; 2021 = 745 MSS; 2022 = 743 MSS; 2023 = 737 MSS) Our growth has declined as well(2019 = 55 MGP; 2021 = 45 MGP; 2022 = 43 MGP; 2023 = 37 MGP).



Trend Direction: Increasing then decreasing

Performance Indicator Target: Academic Growth

Elementary school students are on a slight decline in Math on CMAS(2019 = 737MSS 2021 = 732MSS, 2022 = 732MSS; 2023 = 734MSS). Our growth has declined as well(2019 = 55 MGP; 2021 = 49 MGP; 2022 = 72 MGP; 2023 = 41 MGP). Our school SGP in Math is 42 for the 2022/2023 school year, in grades 3-5 as measured by STAR Renaissance.



Trend Direction: Decreasing then increasing

Performance Indicator Target: Academic Growth

Middle school students are on a slight decrease then increase in Math on CMAS(2019 = 737 MSS; 2021 = 727 MSS; 2022 = 735 MSS; 2023 = 734 MSS). Our growth has also dipped and is slowly recovering (2019 = 52 MGP; 2021 = 45 MGP; 2022 = 67 MGP; 2023 = 49 MGP). In middle school, this is a notable trend because previously our Middle School growth had been on a downward trend.



Trend Direction: Decreasing then increasing

Performance Indicator Target: Academic Growth

Middle school students remain pretty stable in ELA on CMAS(2019 = 754 MSS; 2021 = 759 MSS; 2022 = 754 MSS; 2023 = 754 MSS). Our growth has decreased then increased (2019 = 53 MGP; 2021 = 76 MGP; 2022 = 46 MGP; 2023 = 59 MGP).

Additional Trend Information:

The SPF rating of Firestone Charter Academy has been decreasing (2023 = 58 SPF). This trend can be attributed to math and writing performance which seem to be fluctuating each year. Of particular note is on our student performance on the math reasoning subdomain of the CMAS math assessment with proficiency at 27% and math modeling at 26%. Reasoning and Modeling had grown overall during the 2022 school year. Reasoning was at an average of 30% proficient and modeling was at an average of 28.3% proficient. It is important to note that we did just change the math resource used by the school and we did expect some attrition in scores due to this. However, we mostly saw that math scores remained close to the same, with the obvious drop in math reasoning. When we look at our CMAS writing scores it is possible that this can account for at least some of the dip we have seen. Our overall writing at 32% proficient when broken out of the overall ELA score. When analyzing the subdomain scores written expression was at a 32% proficiency and writing conventions at 36% proficiency. We do see the MSS in middle school ELA is growing slowly however it is decreasing in elementary school. Elementary school is also where we are seeing a growing multi lingual learner population. In math we see an increase in the scaled score for our minority population.

Root Causes and Priority Performance Challenges



Priority Performance Challenge: Math Proficiency and Growth

Math reasoning scores are at 27% proficiency currently. Students are not applying higher order thinking in math and are not able to articulate their math understanding. While we did see growth in Math of 1.05 school-wide on the Benchmark STAR Renaissance Assessment, our intermediate and middle school grades are not demonstrating as much growth on STAR as our lower elementary students. The proficiency scores on CMAS average 35% school-wide.

Area of Focus: Math growth



Root Cause: Math Fact Fluency

Students at all levels are struggling with reasoning in math. In order to reason well, students need to have a solid foundation of fact fluency that should be automatic so that they can focus on higher order reasoning. In an effort to grow math scores, we have not put as strong of a focus on our students knowing their math facts. This is further evident in the lower scores we see in students' securely held knowledge on CMAS.



Root Cause: Unclear expectations on expressing math reasoning

Teachers have expected that students can articulate what they are thinking on math problems without performance indicators of proficiency expectations. Students know how to solve problems but not how to explain their reasons and solutions.

Root Cause Category: Instruction



Root Cause: Lack of intervention in math at lower grades leads to gaps in upper grades

Teachers have been implementing reading intervention and have the support of a reading interventionist. The math program is not as well supported.



Priority Performance Challenge: Writing Proficiency

Leaders, teachers and stakeholders have identified writing as an area in need of improvement. The school assesses student writing quarterly to determine proficiency levels. These assessments are not always standards driven and with clear expectations for mastery.

Area of Focus: English/Language Arts



Root Cause: Inconsistent implementation of writing between grade levels and across content.

Over the past 2 years, teachers developed rubrics to assess and determine writing proficiency. In that development, the vertical alignment in writing practice and instruction has been lost and rubrics have not had consistent expectations aligned to grade level writing standards.

Root Cause Category: Instruction



Root Cause: Underdeveloped teacher understanding of writing standards and their mastery

Teachers have been using Write Tools for Writing instruction. They also benchmark students quarterly to determine their writing proficiency. The Rubrics and Writing Prompts being used are inconsistently aligned to standards and not always written in kid friendly language.



Priority Performance Challenge: Reading Intervention Growth

Students with significant reading deficiency have increased from 8.6% to 17.4% from 2019 to 2021 but have dipped back to 12% in 2022 and 11% in 2023 as measured by our PALs assessment in Kindergarten and STAR Reading Assessment in grades 1-8. While the decrease is a good trend, in order for students to truly access their other content, we need to continue to decrease the number of students on Read plans.

Area of Focus: English/Language Arts



Root Cause: Tier II Intervention Support

We have reading interventionists who support students lacking foundational skills in reading. These students are being pulled into small groups for intervention, but when they return to the classroom, they often are unable to maintain the growth realized in the small group setting. These students who are being pulled are not moving through academic standards in the same way that students who aren't receiving intervention are. As they get older they are falling farther behind in comprehension skills while we try to address fluency skills in reaching. This is creating a learning gap for students receiving small group intervention. Reading and low comprehension have an impact on all other content.

Root Cause Category: Intervention Systems



Root Cause: Reading Comprehension Intervention

There is a decrease in student comprehension scores as measured by Literary and Informational text scores on the CMAS Assessment. Students have a need for fluency intervention as beginning readers but we also need to focus on Comprehension strategies as students get older. Many of our Read plan goals have fluency components but not all are also setting comprehension goals. Challenge Category: English/Language Arts



Root Cause: Low efficacy at providing Tier I and II interventions

Teachers in elementary school are not consistently using strong intervention strategies to meet needs of intervention students. Reliance on interventionists in all grades Kindergarten through 8th grade to meet all intervention needs is unsustainable. Teachers need to identify Tier I and II instructional strategies to be able to keep students in the classroom for intervention.

Root Cause Category: Intervention Systems

Magnitude of Performance Challenges and Rationale for Selection:



There is a correlation between our student performance on math and ELA in the areas of writing. The written components are the areas in which our students score the lowest. Writing is an area impacting all of our student performance. We will focus on writing skills and strategies during the 2023/2024 school year in order to help our students format their thinking into comprehensive expressions of their understanding across all content.

As a school, it is necessary to determine if our math instruction is preparing students with the 21st Century skills of expressing their reasoning in math during the 2023/2024 school year. The school underwent an extensive study of the current math program in use at the school. Due to lack of alignment to standards, teachers, leaders, parents and the board have decided to pilot a new program. This program seemingly addresses the holes identified through backwards design from the study. We have only during the 2022/23 school year fully implemented that program K-8. As it stands, this program does seem to be starting to address some of our needs, but we need to more intentionally teach toward needs that are not included in the program, in particular fact fluency.

We have also identified the middle school reading need as high because of the impact reading has on all other content as they move forward in their studies. In order to meet the needs of our struggling students we cannot address the learning deficiencies in the content time. Intervention will have to be provided at a time that is not during the core content instruction so students don't miss out on the other important curricular content studies. Due to an increase in our gifted and talented and program and monitor students for gifted and talented, we will need to find a time to meet the needs of intervention students who are struggling, as well as those who are outperforming the grade level standard expectations. Middle school classes will have an intervention/enrichment block built into the elective schedule to address those needs in math, reading and writing. Elementary teachers will build intervention and enrichment times into their instructional day as well.

Intervention is strong in the school and those providing intervention are master teachers. However, the small group intervention instruction removes students from the classroom setting where they have to be able to apply other learning skills in particular those involving executive functioning. In addition, much of this small group instruction, particularly in reading, is around fluency and foundational reading skills that are lacking in our upper elementary and even middle school students. When receiving this at the higher level, these students are missing out on grade level standard instruction in the areas of reading, particularly those of comprehension.

Magnitude of Root Causes and Rationale for Selection:



Teachers have been looking at how they are teaching math and have identified the low scores on math reasoning. In looking at the overall data, teachers, parents and administrators see the challenges in our data around math reasoning and expressing math reasoning in writing. Our refocus on math with the Reveal math program will help teachers provide scaffolded instruction that is standards aligned. Not only is our curriculum standard's aligned, it also provides a deeper look at the Mathematical Practice Standards, necessary for students to truly demonstrate proficiency. Teachers also identified a need to include intentional vocabulary alignment and instruction for students in order to help students better understand questions as well as be able to articulate their thinking using appropriate math terms. Our new math program provides direct instruction around content vocabulary. Finally, in the area of math, teachers, leaders and school accountability stakeholders have all noticed less emphasis on foundational fact fluency across our grades. When students don't have these facts to automaticity, they use their mental energy figuring out the facts as opposed to thinking about the higher level problems which are posed to them. Additionally, having these facts to automaticity allows students greater success in higher level math classes because they rely on knowing facts and conversions to perform Algebra and Geometry competencies.

Teachers have also looked at writing instruction and have identified that there is inconsistency in the ways that writing is being taught both across grade levels, as well as across different content. Through PLC work, administration is seeing that many writing prompts and rubrics that are being used don't align with standards.

The slow rate of decrease in reading intervention students is the rationale for an intervention focus for all grade levels. We need to build Tier 1 and 2 strategies into the classroom so that teachers are addressing the needs of all students. Another rationale lies in the lower comprehension scores demonstrated on the CMAS ELA assessment. Building capacity in the classroom for intervention will decrease the need for pull out intervention and provide a less restrictive learning environment. We will use our reading intervention teachers to help build this capacity in our General Education classrooms.

Action and Progress Monitoring Plans

Major Improvement Strategy and Action Plan



Build Proficiency in Math Content Standards and Mathematical Practice Standards

Describe what will success look like: 2023/2024 will be the second year of full implementation of our Reveal Math Program. Success will be evidenced in student growth on the Math STAR Renaissance assessment and on the CMAS assessment. Walk-through evidence of success will look like differentiated and scaffolded instruction with an emphasis on vocabulary that is built upon vertically from Kindergarten through 8th grade.

Describe the research/evidence base supporting the strategy: We have found that the lack of fidelity and efficacy in the current program(Math in Focus) has created a gap in student understanding and math proficiency. The Reveal program provides a consistent program vertically, and was chosen by teachers, creating more trust and thus, efficacy in the program. Reveal will also create a vertical math language that is aligned to the standards.

Strategy Category: Curriculum and Content

Associated Root Causes:



Lack of intervention in math at lower grades leads to gaps in upper grades:

Teachers have been implementing reading intervention and have the support of a reading interventionist. The math program is not as well supported.



Unclear expectations on expressing math reasoning:

Teachers have expected that students can articulate what they are thinking on math problems without performance indicators of proficiency expectations. Students know how to solve problems but not how to explain their reasons and solutions.



Math Fact Fluency:

Students at all levels are struggling with reasoning in math. In order to reason well, students need to have a solid foundation of fact fluency that should be automatic so that they can focus on higher order reasoning. In an effort to grow math scores, we have not put as strong of a focus on our students knowing their math facts. This is further evident in the lower scores we see in students' securely held knowledge on CMAS.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status



Professional Learning Communities

Grade level and content PLCs will meet monthly and discuss assessment data, specific standards and instructional strategies for Tier 1 instruction.

09/06/2021
05/25/2025
Monthly

Teachers and Administration

In Progress



Math Reasoning Measure

Math reasoning will be assessed 3 times yearly using a comprehensive rubric developed at grade level team meetings.

08/03/2022
05/23/2025
Quarterly

Teachers and Administration

Partially Met



Kagan Cooperative Learning

Training and feedback cycle for Kagan Cooperative Learning Structure implementation. Supports processing and reasoning with other students prior to the output in writing, while also promoting feedback amongst students for products.

08/03/2023
05/26/2024
Weekly

Administration and Teacher Leaders

In Progress



Reveal Math Implementation

Implementation of new math program

08/03/2023
05/23/2023
Weekly

Leadership

Met



Fluency Benchmarking

Teachers will develop and track progress of students on grade level appropriate math fact fluency benchmarks.

09/04/2023
05/18/2025
Monthly

Teachers and Administration

In Progress



Classroom Intervention

Teachers will strategically schedule classroom intervention blocks in math and reading to meet the needs of all students.

09/18/2023
05/23/2025
Weekly

Teachers, Interventionists and Administration

In Progress

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Reveal Math Program	Teachers in grades K-8 will fully use the Reveal Math Program as a resource for math instruction.	08/15/2022 05/22/2026	McGraw resources, Redbird, Aleks.	Adminstration and Teacher Leaders	In Progress
 Intervention Block	Teachers will strategically schedule classroom intervention blocks in math and reading to meet the needs of all students.	08/14/2023 05/23/2025	MTSS Coordinator, Math and Reading Interventionists, CommonLit, Redbird, Aleks, Performance Tasks.	Leadership and Intervention teachers	In Progress
 Math Reasoning Instruction	Teachers will use Thinking Classrooms and Kagan Cooperative Learning Structures to facilitate math reasoning instruction.	08/14/2023 05/23/2025	Kagan Cooperative Learning training, Thinking Classroom Book, Math Practice Standards as listed in CCSS.	Interventionist, Math teachers, Administration.	In Progress
 Fluency Benchmarking	Teachers in grades K-8 will place and instructional emphasis on math fact fluency.	09/11/2023 05/23/2025	Benchmarks, Aleks, Redbird, Zearn, Reflex	Administration, Math Interventionist, Teachers.	In Progress



Professional Learning Community development

Describe what will success look like: Leadership will meet monthly with each grade level PLC, setting agendas that intentionally address the PLC question of what to do when students do or don't understand. Data from sources including the Reveal math program, Daily 5, STAR assessment and standards mastery will be the focus of discussion and action steps.

Describe the research/evidence base supporting the strategy: McTighe and Wiggins work and research as well as the ASCD speak to the research supporting this strategy. This is a good fit for Firestone Charter Academy because we are a Core Knowledge school and have to address both Core Knowledge and state standards in our determination of mastery. Another reason this strategy is a good one for our school is the updated in the 2020 standards and our need to ensure we are up to date in our instruction of these standards. This strategy will lead teachers to intentionally plan for student need in addressing the standards and 21st Century preparedness.

Strategy Category: Data Analysis & Reflection Practices

Associated Root Causes:



Underdeveloped teacher understanding of writing standards and their mastery:

Teachers have been using Write Tools for Writing instruction. They also benchmark students quarterly to determine their writing proficiency. The Rubrics and Writing Prompts being used are inconsistently aligned to standards and not always written in kid friendly language.



Low efficacy at providing Tier I and II interventions:

Teachers in elementary school are not consistently using strong intervention strategies to meet needs of intervention students. Reliance on interventionists in all grades Kindergarten through 8th grade to meet all intervention needs is unsustainable. Teachers need to identify Tier I and II instructional strategies to be able to keep students in the classroom for intervention.



Inconsistent implementation of writing between grade levels and across content.:

Over the past 2 years, teachers developed rubrics to assess and determine writing proficiency. In that development, the vertical alignment in writing practice and instruction has been lost and rubrics have not had consistent expectations aligned to grade level writing standards.

Implementation Benchmarks Associated with Major Improvement Strategy

Start/End/

IB Name	Description	Repeats	Key Personnel	Status
 Committee Meetings	Leaders meet monthly with vertical teams teams to develop agendas around PLC design and school initiatives.	09/07/2021 05/23/2025 Monthly	Coach and Leaders	In Progress
 Agendas and Accountability	Agendas will be developed and minutes kept by attendees of the meetings. These agendas will be modeled initially by leaders to include what data is being looked at, Tier 1 instructional strategies to be used when students are or are not reaching proficiency or when they are surpassing proficiency benchmarks.	08/03/2023 05/23/2025 Monthly	Leaders	Met

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Meetings and Agendas	Teachers and leaders will meet monthly in PLCs to discuss assessments and mastery. Teachers discuss what to do when students understand and how to develop instruction for those who don't.	08/12/2019 05/23/2025	Agendas and assessments.	Leaders	Complete
 Norms for PLCs	Teachers and leaders will discuss PLC norms and outcomes. Teachers will reflect on effectiveness in meeting norms. Administration will attend grade level PLCs to provide resources.	08/12/2019 05/23/2025	Critical Issues for Team Consideration Success Criteria	Teachers and PLC teams	Complete
 Standards Mastery Analysis	Teachers and leaders meet monthly in PLC going over grade level data from Quarterly Writing and Math Prompts, STAR Reading and Math Benchmarks and Unit assessments to determine next steps for instruction.	08/14/2023 05/23/2025	STAR data, Quarterly Writing Prompt data, Unit Assessments.	Teachers and Leaders	In Progress



Develop teacher classroom intervention instruction

Describe what will success look like: All teacher will schedule an intervention block in their daily classroom routines. Interventionists will support teachers in providing whole group intervention and differentiation to meet the needs of all students.

Describe the research/evidence base supporting the strategy: Devoting intentional time to intervention in order to meet needs of all levels of students. Teachers can use this time for intervention and enrichment so that every child is receiving the instruction they need. Daily 5 was a previous focus for the school, which when planned well benefits all students, however this does not address math intervention needs. Thus, teachers will create a block for both.

Strategy Category: Data-Informed Instruction

Associated Root Causes:

Tier II Intervention Support:



We have reading interventionists who support students lacking foundational skills in reading. These students are being pulled into small groups for intervention, but when they return to the classroom, they often are unable to maintain the growth realized in the small group setting. These students who are being pulled are not moving through academic standards in the same way that students who aren't receiving intervention are. As they get older they are falling farther behind in comprehension skills while we try to address fluency skills in reaching. This is creating a learning gap for students receiving small group intervention. Reading and low comprehension have an impact on all other content.



Lack of intervention in math at lower grades leads to gaps in upper grades:

Teachers have been implementing reading intervention and have the support of a reading interventionist. The math program is not as well supported.



Reading Comprehension Intervention:

There is a decrease in student comprehension scores as measured by Literary and Informational text scores on the CMAS Assessment. Students have a need for fluency intervention as beginning readers but we also need to focus on Comprehension strategies as students get older. Many of our Read plan goals have fluency components but not all are also setting comprehension goals. Challenge Category: English/Language Arts

Implementation Benchmarks Associated with Major Improvement Strategy

Start/End/

IB Name	Description	Repeats	Key Personnel	Status
 Scheduled time for reading and math intervention	Teachers will intentionally plan a daily 5 time in their day to address reading intervention needs and allow for support from our interventionists	09/07/2021 05/21/2023 Weekly	Interventionist and Leaders	Met
 Math Reasoning Benchmark	Math reasoning will be assessed 3 times yearly using a comprehensive rubric developed at grade level team meetings.	09/13/2021 05/23/2025 Quarterly	Math Interventionist, Administration, Classroom Teachers	In Progress
 Kagan Cooperative Learning Structures	Training and feedback cycle for Kagan Cooperative Learning Structure implementation. Supports processing and reasoning with other students prior to the output in writing, while also promoting feedback amongst students for products.	08/14/2023 05/23/2025 Weekly	Administration and Classroom Teachers	In Progress
 CommonLit Benchmarking	Grades 3rd through 8th will implement reading comprehension benchmarks through the CommonLit platform to track and plan instruction for reading.	08/14/2023 05/23/2025 Quarterly	Literacy Interventionists and Teachers	In Progress
 Classroom Intervention Schedule	Teachers will strategically schedule classroom intervention blocks in math and reading to meet the needs of all students.	09/04/2023 05/23/2025 Weekly	Classroom Teachers, Interventionists, Administration	In Progress

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Interventionist	Reading and math interventionists will work with students performing in urgent intervention for reading and math.	08/13/2019 05/23/2025	Interventionists, CommonLit, Zearn Math, Thinking Classroom, Kagan	Interventionists and Leaders	In Progress
 Tier I and II reading and math instructional practices	Interventionists will work with teachers to develop tiers I and II strategies to meet student needs in reading and math.	08/15/2022 05/23/2025	Interventionist to work with teachers, Zearn Math, CommonLit	Interventionist and teachers	In Progress
 Kagan Feedback and Training	All teachers will be given feedback on their use of Kagan as well as have training on Kagan Cooperative Learning Structures.	08/14/2023 05/23/2025	Kagan books, training and resources, reading and math interventionists.	Reading and Math interventionists and Leaders	In Progress
 Common Lit	Training and use of CommonLit for reading comprehension in grades 3-8.	08/14/2023 05/23/2025	CommonLit Platform and Training	Interventionists, 3-8 teachers, Administration	In Progress

Progress Monitoring: Student Target Setting



Priority Performance Challenge : Math Proficiency and Growth



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M

ANNUAL
PERFORMANCE
TARGETS

2023-2024: By May of 2024, students in grades 3rd through 8th will demonstrate 40% on the state math assessment and students in grades 1st through 8th will average 65% at the 50%ile rank on the STAR Renaissance Math assessment. Students in grades 3rd-8th will achieve an average 750 scaled score on the April 2024 administration of the Colorado State CMAS math assessment.

2024-2025:

INTERIM MEASURES FOR 2023-2024:



PERFORMANCE INDICATOR: Academic Growth

MEASURES / METRICS: M

ANNUAL
PERFORMANCE
TARGETS

2023-2024: By May of 2024 students in grades 1st through 8th will demonstrate 1.1 NCE growth on the STAR Renaissance Math assessment and an MGP of 55 on the Colorado State CMAS math assessment administered in April 2024.

2024-2025:

INTERIM MEASURES FOR 2023-2024:



Priority Performance Challenge : Writing Proficiency



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: W

ANNUAL
PERFORMANCE
TARGETS

2023-2024: Students in grades 3-8 will achieve 38% proficient on the writing components of the Colorado State CMAS assessment under ELA portion of the assessment in April 2024. Students in grades K-8 will achieve an average of 60% proficient on the Quarterly Writing Benchmark given in May 2024.

2024-2025:

INTERIM MEASURES FOR 2023-2024:



Priority Performance Challenge : Reading Intervention Growth



PERFORMANCE INDICATOR: Disaggregated Achievement

MEASURES / METRICS: R

ANNUAL
PERFORMANCE
TARGETS

2023-2024: Students in grades K-3 demonstrating Significant Reading Deficiency will decrease from 11.2% to 9.8% as measured by the STAR Renaissance Reading Assessment from fall of 2023 to spring 2024.

2024-2025:

INTERIM MEASURES FOR 2023-2024:

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: scale score on Colorado's standardized assessments. This Indicator includes results from CMAS, COAlt (ELA, Math and Science), and PSAT.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects normative growth comparing the academic progress of the students in this school compared to that of other students statewide with a similar CMAS, PSAT, and SAT score history in that subject area as well as English language proficiency growth metrics from the ACCESS assessment.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or the workforce upon graduation. This Indicator reflects student graduation rates, dropout rates, matriculation rates and average Colorado SAT composite scores.

Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

EXHIBIT G

EDUCATIONAL PROGRAM CHARACTERISTICS

The mission of Firestone Charter Academy is to positively shape the hearts and minds of our students by providing them a core knowledge curriculum with a classical emphasis that is academically rigorous and content rich, a safe environment in which character is modeled and promoted, and a community in which to build trusting relationships with others.

At Firestone Charter Academy, we envision a future in which our students use their collective knowledge, skills, and character to positively influence their communities and lead with confidence and integrity.

Commitment

- A professional staff and content-rich curriculum that challenges students at all levels to achieve.
- Small communities within the school that enable students to form strong relationships with their peers and adults.
- A welcoming and respectful environment for each family, and opportunities for families to be involved in many aspects of the school.
- An emphasis on each student's positive character development through role-modeling, curricular emphasis, and community service.
- Financial accountability and stewardship of resources in a way that enables our school to be sustainable.

Accountability

At Firestone Charter Academy, we believe in accountability and continual improvement. We believe that operating a successful school requires constant attention in six important areas that we call Measures of Excellence, by which we evaluate our organization and each of our schools. Our Six Measures of Excellence are the yardsticks we use to evaluate our effectiveness in providing a challenging, effective program of study and strong moral development in a safe, nurturing environment. We grade ourselves annually on how we are performing – where we are excelling and where we can improve.

The Six Measures of Excellence are:

Shared Values of integrity, justice, and shared decision making allow every teacher, student, and parent associated with Firestone Charter Academy to unite around common themes that guide our collective behavior.

Parent Choice and Satisfaction are the most reliable indicators of the quality of our schools.

Academic Growth balances instruction in reading, math, science, social studies, and the arts, and is measured by student learning gains as well as proficiency.

Positive Character Development in our schools is a high priority. We strive for growth in students' character measured by positive changes in behavior and world view.

Economic Sustainability means every school in our family is financially able to stand on its own, which is the best indicator of that school's ability to continue educating children over the long term.

School Development enhances our ability to reach more children, more families, and more communities. As we increase our family of schools, more opportunities abound for Firestone Schools' educators to grow professionally as well.

EXHIBIT H

PLAN FOR ENGLISH LANGUAGE LEARNERS

The following measures describe what Firestone Charter Academy will do to accommodate English Language Learners:

Enrollment: Firestone Charter Academy's enrollment procedures will not discriminate based on English language proficiency or immigration status.

Identification: Firestone Charter Academy will identify students using the state approved assessment for determining English language proficiency. Part of the enrollment process at Firestone Charter Academy involves the use of a "Home Language Survey" (HLS) which every student, regardless of racial or ethnic background, will complete. The survey serves to identify students who come from homes where a language other than English is spoken.

Assessment: If a student's HLS indicates that a language other than English is spoken at home, we will conduct an assessment to determine if language support services are necessary. Firestone Charter Academy will use the state approved assessment designed to measure English language proficiency. In no case will a student be determined to need language support services, or labeled LEP/NEP, without a valid assessment on file. Firestone Charter Academy will employ an CLD teacher as our student population requires. The CLD teacher evaluates the assessment and observations to determine the language proficiency of the student.

Placement/Services: Services for eligible students will be provided in a timely manner and appropriate plans will be established and maintained. Students scoring NEP or under a 3.5 score on the WIDA assessment will receive direct instruction in English Language Development each week. Instruction will occur in small groups and will be based on Colorado English Language Proficiency Standards, WIDA's Can Do Descriptors, and research-based strategies. Students scoring level 4/Prof/LEP will be placed on a case-by-case basis. If a student in this category is not proficient at his/her grade level and is not making adequate academic progress, he/she will receive direct instruction in English Language Development each week. If a student in this category is proficient at his/her grade level and making academic progress, he/she is able to access academics in the regular classroom without additional instruction in English Language. These determinations will be based on a body of evidence consisting of data such as reading assessments, STAR Renaissance, state assessment data, and writing benchmarks. These students will be monitored and reevaluated yearly. Students scoring 5/Adv/FEP will be monitored yearly to ensure that grade level proficiency and academic growth is maintained. The CLD teacher is responsible for monitoring the assessment of ML students, reevaluating ML services, and communicating with ML students' families regularly about their children's progress. Regular classroom teachers will receive training in effective use of sheltered English strategies and be familiar with

the stages of language acquisition. The school will use SIOP training materials to assure that quality instruction for ML students is provided.

Transition: Once the student gains proficiency in English, Firestone Charter Academy will take responsibility for exiting him/her from the language support program so that he/she can participate meaningfully in the general education program. These determinations will be based on a body of evidence consisting of data such as reading assessments, STAR Renaissance, state assessment data, writing benchmarks, and WIDA/ACCESS scores.

Monitoring: Firestone Charter Academy will monitor the students for two years (as applicable) to ensure that students exited from the language support program are performing in the general education program without significant barriers caused by limited English proficiency.

Firestone Charter Academy provides an all-English ELA program. We will follow the recommendations for an all-English program as stated in the *Guidebook on Designing, Delivering, and Evaluating Services for English Learners (ELs)* (CDE 2011).

- Direct English language and literacy instruction by certified ESL staff
- School-wide plan optimizing instruction for MLs that is embedded into staff development
- Identification of key concepts and vocabulary
- Widespread use of hands-on activities, visual aids, and repetition
- Minimal use of lecture and general classroom teacher use of sheltered English
- Scaffolding lessons to achieve communicative competence
- School or community resources that allow students to work with speakers of the native language
- Suggestions to parents for use of primary language at home to aid in accessing underlying conceptual content knowledge

The CLD teacher may also act as a liaison between the school and language-minority families, providing or arranging for translation services, and attending conferences between teachers and parents as needed.

In addition to assisting LEP/NEP students directly, Firestone Charter Academy will strive to make sure information about student(s)'s progress and available resources are understood by all parents, providing them with the tools they need to support their children.

Exhibit I - Due Process Checklist

	Task
1	Student Demographics Print information from IC
2	Timeline of events (Summary) Provided by building administration
3	School Work Support Plan Copies of homework gathered from teachers that was given to the student
4	Expulsion Hearing Letter Legal Counsel generates this letter
5	Board policy /state statute violations Copy Board Policies from the website
6	Student discipline records Print information from IC
7	IEP records * Yes No If yes, Manifestation Determination Review Yes No 504 records Yes No Is the student being evaluated for IEP Yes No Is the student being evaluated for 504 Yes No Circle yes or no
8	Attendance records Print copy of attendance record from IC
9	Police reports Ask SRO/Police for a copy of the report asap
10	Due process paperwork (with signature from parent or email verification) Print ad hoc report from IC - "Record of Disciplinary Incident"
11	Any additional legal letters sent to the parent Extending suspension or rescheduled hearing
12	Habitual Disruptor History and Plan* Include if school has drawn up a plan
13	Teacher's statements* Teacher's written description of incident with signature
14	Witness statements* Witnesses written statements with signature
15	Student statement Student's written statement with signature
16	Photos and or video surveillance* Pictures that may have been taken showing evidence
17	Social media postings, school work containing threatening content* Include screen shots of social media postings or copies of school work
18	Correspondences with parent/guardian, i.e., emails, phone calls Documented phone calls and emails between administrators and parent/guardian

* If there is no information, please include a sheet stating "There were no [\(fill in the blank\)](#)"

EXHIBIT J
Additional Services Agreement
Firestone Charter Academy

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2024-2025 school year.

Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services				
Required Services Pursuant to Section 10.4		FY25		
Required Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Infinite Campus License	725	\$ 13.82		\$ 10,019.50
PowerSchool Unified Insights		4.07		2,950.75
PowerSchool Performance Matters		6.53		4,734.25
PowerSchool Special Programs (SPED IEP system)		2.87		2,080.75
Classlink		2.84		2,059.00
Microsoft Azure Authentication and MultiFactor Authentication	12		\$ 59.98	719.76
Personnel Costs (IC, Unified Insights, ClassLink, etc.)		16.56		12,006.00
Total				\$ 34,570.01
Optional Services				
Optional Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Google Workspace for Education Plus (Required for TPCA)	725	\$ 3.70		\$ 2,682.50
Meet the Teacher (Aspen Ridge, Flagstaff, Montessori, Twin Peaks only)*				-
Webex (TPCA only)	0		\$ 90.04	-
Total				\$ 2,682.50
Human Resources				
RedRover & Applitrack (Frontline)	RedRover Use (1 or 0)	Annual Cost	Total Cost	
RedRover License (may not be available)	1	\$ 1,500.00	\$	1,500.00
Total			\$	1,500.00
Warehouse				
Delivery Service	Delivery Service (1 or 0)	Annual Cost	Total Cost	
Delivery Service	1	\$ 3,000.00	\$	3,000.00
Total			\$	3,000.00
Total Exhibit J Service/License Costs:			\$	41,752.51

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

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

Ad Hoc - As Requested Basis

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

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

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

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

Student Services:

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

- Truancy Filings (\$55/hour)

State Categorical Aid:

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

Federal Categorical Aid:

- **Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.**

- **Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:**

- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs
- MTSS/PBIS Support
- Classroom Management
- Partners in Education (PIE) Master's Program Coaching
- New Teacher Induction/What I Didn't Learn in College
- New Administrator Induction
- Teacher Mentor Training

Financial Services:

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

Acknowledged by:

Name

Signature

Title

Date

EXHIBIT K TRANSPORTATION PLAN AGREEMENT, INDEMNIFICATION AND RELEASE

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Flagstaff Academy Charter School Contract Renewal
Strategic Priority - Portfolio of 21st-Century Instructional Focus Schools
and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the 2025-2030 contract with Flagstaff Academy Charter School.

BACKGROUND

The District negotiated and renewed a standardized five year contract document with the charter schools. All charter school contracts were discussed at the April 9, 2025 Board Meeting and are presented individually for approval.

**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
FLAGSTAFF ACADEMY CHARTER SCHOOL**

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**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
FLAGSTAFF ACADEMY CHARTER SCHOOL**

This Contract is made and entered on July 01, 2025 (“Effective Date”) by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the “District” and **FLAGSTAFF ACADEMY CHARTER 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 Flagstaff Academy Charter School.

Charter Board shall mean the Flagstaff Academy Charter 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 February 11, 2004.

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, 2025 for a five-year period, terminating on June 30, 2030. 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, 2030 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, 2031 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. By law, extensions of the contract pursuant to this paragraph also extend the term of the waivers granted in connection with the contract. 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 or 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.

FLAGSTAFF ACADEMY CHARTER SCHOOL
2040 Miller Dr.
Longmont, CO 80501

By Mandy Davies
Mandy Davies, President
Board of Directors

ATTEST:

Stephanie McGilvray
Stephanie McGilvray, 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

Waivers from Colorado Revised Statutes and/or Rules/Regulations

Automatic Waivers

22-32-109 (1) (f), C.R.S. Local board duties concerning employment termination of school personnel

22-32-109(1)(t) Board duties – educational programs

22-32-110(1)(h) Board duties – terminating personnel

22-32-110(1)(i) Board powers – reimburse employees for expenses

22-32-110(1)(j) Board powers – procure insurance

22-32-110(1)(k) Board powers - Inservice

22-32-110(1)(ee) Board powers – employ teacher aides

22-32-126, C.R.S. Employment and authority of principals

22-32-104(4), C.R.S. Compulsory School Attendance

22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal

22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review

22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule

22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers

22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries

22-1-112, C.R.S. School Year- National Holidays

Non-Automatic Waivers of State Rule and Law

22-32-109 (I)(b), C.R.S. Boards of Education, Specific Duties

22-32-109(1)(aa) Content standards and plan to implement such standards

22-9-106, C.R.S. Local board duties concerning performance of licensed personnel

22-32-109(1)(n)(II)(A) Board of Education, Teacher Pupil Contact Hours

22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990; Contract in writing - duration - damage provision

22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; Probationary teacher - renewal and nonrenewal of employment contract

22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation

22-32-109(1)(n)(I) C.R.S. Board duties – length of school year

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

22-32-119 C.R.S. Kindergarten

22-1-110 , C.R.S., Effect of use of alcohol and controlled substances to be taught

Rationale and Replacement Plans (RRP)

Contact Information
School Name: Flagstaff Academy
School Address: 2040 Miller Drive, Longmont, CO 80501
Charter School Waiver Contact Name: Sara Germano
Charter School Waiver Contact Phone: 303-651-7900 ext. 213
Charter School Waiver Contact Email: sgermano@flagstaffacademy.org
District Contact Name: Matt Buchler
District Contact Phone: (303) 682-7277
District Contact Email: Buchler_Matthew@svvsd.org

22-32-109(1)(n)(I) C.R.S. Board duties – length of school year**22-32-109(1)(n)(II)(B) C.R.S. Board duties – Adoption of District Calendar**

Rationale	The school year at Flagstaff Academy will total approximately 175 days per year, which exceeds the current requirement by state statute. The school prescribes the actual details of its own school calendar annually to best meet the needs of its students. The local board does not set these policies and Flagstaff does not adopt the district calendar. Flagstaff's calendar differs from the rest of the schools within the district.
Replacement Plan	The final calendar and school's daily schedule is designed by Flagstaff annually. It meets or exceeds the expectations in the state statute.
Duration	The duration of the charter.
Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	As a result of these waivers, the school has been able to implement the necessary policies to increase student achievement.

22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990; Contract in writing - duration - damage provision

Rationale	Flagstaff should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The school attracts principals and teachers from a wide variety of backgrounds, including but not limited to, teachers from out of state, teachers with lapsed Colorado certificates, those with several years of successful teacher experience in a different setting, and persons with other business or professional experience. All employees are employed on an at-will basis.
Replacement Plan	The school hires certified teachers and principals as appropriate. Circumstances may dictate the need to hire other qualified individuals for unique roles within the school.
Duration	The duration of the charter.

Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	As a result of these waivers, the school is able to employ professional staff with a diverse and unique set of skills and/or background.

22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; Probationary teacher - renewal and nonrenewal of employment contract

Rationale	Flagstaff should be granted the authority to develop its own employment agreements and terms of employment. The school operates differently from other schools with a unique curriculum for which having the proper teacher staff is essential. Not every teacher who is successful in a regular public school is successful at Flagstaff.
Replacement Plan	Flagstaff has teacher agreements with the terms of non-renewal and renewal, including payment of salaries upon termination.
Duration	The duration of the charter.
Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	As a result of these waivers, the school is able to employ professional staff possessing unique skills and be able to fill all staffing needs.

22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation

Rationale	Flagstaff currently has authority to select its own teachers, per contract with St. Vrain Valley School District. The district, nor any other school, should have the authority to transfer its teachers into or from Flagstaff, except as dictated by the contract.
Replacement Plan	The school hires the most qualified teachers possible, and there is no provision for transfers.

Duration	The duration of the charter.
Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	As a result of these waivers, the school is able to employ professional staff possessing unique skills and be able to fill all staffing needs.

22-32-109 (l)(b), C.R.S. Boards of Education, Specific Duties

Rationale	Flagstaff operates independently from other schools in the district and should be delegated authority to develop, adopt, and implement its own operational policies, rules, and regulations (subject to the limitations of the contract with the district).
Replacement Plan	The Board of Directors of Flagstaff adopts policies, and the head of school with guidance from the leadership team prescribes rules and regulations.
Duration	The duration of the charter.
Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	The school is able to better further its mission and educational program.

22-9-106, C.R.S. Local board duties concerning performance of licensed personnel

Rationale	The head of school, the director of operations, and other supervisors within the school must have the ability to evaluate personnel in order to support the growth and development of staff and ensure academic/operational success throughout the school. Flagstaff's Board of Directors must be able to do the same for the head of school and director of operations.
Replacement Plan	Flagstaff has developed its own evaluation system, in accordance with state law and per the operating contract with the district.

Duration	The duration of the charter.
Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	The school is able to promote greater growth for staff and enhanced accountability to ensure academic and operational success.

22-1-110 , C.R.S., Effect of use of alcohol and controlled substances to be taught

Rationale	Flagstaff uses a different curriculum than other schools within the district. The instructional strategies and materials used to teach these topics should be within the direction and control of the school leadership team.
Replacement Plan	Flagstaff identifies materials and strategies to integrate these topics into the curriculum as necessary to meet all physical education and health standards.
Duration	The duration of the charter.
Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	Flagstaff is able to better meet the requirements of the state statute if it has more flexibility to weave the information into curriculum appropriately.

22-32-109(1)(aa) Content standards and plan to implement such standards

Rationale	Flagstaff operates independently from other schools in the district and should be delegated authority to adopt and implement its own content standards. The school has a long track record of strong performance (meeting or exceeding state content standards).
Replacement Plan	The school adopts content standards and a plan for implementation of such standards. The standards meet or exceed state standards. The

	administration is responsible for implementation of the standards with oversight by their board.
Duration	The duration of the charter.
Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	The school is able to better further its mission and educational program.

22-32-109(1)(n)(II)(A) Board of Education, Teacher Pupil Contact Hours

Rationale	Flagstaff prescribes the details of teacher-pupil contact hours to best meet the needs of students. The local board does not set these policies.
Replacement Plan	Flagstaff has developed strong protocols and policies around teacher-pupil contact hours, which meets or exceeds the current requirements in the statute.
Duration	The duration of the charter.
Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	As a result of these waivers, the school is able to implement the necessary policies to increase student achievement.

22-63-201 C.R.S. Licensure Required

Rationale	Flagstaff should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The school attracts principals and teachers from a wide variety of backgrounds, including but not limited to, teachers from out of state, teachers with lapsed Colorado certificates, those with several years of successful teacher experience in a different

	setting, and persons with other business or professional experience. All employees are employed on an at-will basis.
Replacement Plan	The school hires certified teachers and principals as appropriate. Circumstances may dictate the need to hire other qualified individuals for unique roles within the school.
Duration	The duration of the charter.
Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	As a result of these waivers, the school is able to employ professional staff with a diverse and unique set of skills and/or background.

22-32-119 C.R.S. Kindergarten	
Rationale	Flagstaff operates independently from other schools in the district and has been delegated authority to operate its own program consistent with the school's mission, vision, and goals.
Replacement Plan	Flagstaff operates its own kindergarten program and has developed all rules and regulations in accordance with said program.
Duration	The duration of the charter.
Financial Impact	None
Evaluation	The impact is measured by the performance appraisal criteria and assessments that apply to the school.
Outcome	The school is able to better further its mission and educational program.

EXHIBIT B DISTRICT POLICY EXEMPTIONS/WAIVERS

SVVSD BOARD POLICIES eff 07/2019		Automatic Waivers	FCA	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			Title IX	New
AC-R-1 (Option 2)	Nondiscrimination/Equal Opportunity (Complaint and Compliance Process) - Superintendent employee			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		X		
CHD	Administration in the Absence of Policy				
CI	Temporary Administrative Assignments		X		

SECTION D - FISCAL MANAGEMENT					
DA	Fiscal Management Goals/Priority Objectives				
DAB*	Financial Administration				
DAC*	Federal Fiscal Compliance				
DB	Annual Budget		X		
DBD	Determination of Budget Priorities		X		
DBG	Budget Adoption		X		
DBG-E-1	Deadlines in Budgeting Process Set by Statute – Exhibit		X		
DBK*	Fiscal Emergencies				
DD	Grants Management		X		
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		X		
DJB*	Federal Procurement		X		
DJB*-R	Federal Procurement – Regulation		X		
DJCA*	Purchasing Procedures		X		
DJCA*-R	Purchasing Procedures – Regulation		X		
DJE	Procurement Procedures		X		
DJG	Vendor Relations		X		
DKC	Expense Authorization/Reimbursement				
DLB	Retirement Plans		X		
DLB-R	Retirement Plans – Regulation		X		
DN	School Properties Disposition		X		
DN-R	School Properties Disposition – Regulation		X		
SECTION E - SUPPORT SERVICES					
EBAB	Hazardous Materials				
EBAB-R	Hazardous Materials – Regulation				
EBBA	Prevention of Disease/Infection Transmission (Handling Body Fluids)			Reopening Schools	
EBBA-R	Prevention of Disease/Infection Transmission (Handling Body Fluids and Substances) – Regulation			Reopening Schools	
EBBB	Accident Reports				

EBCB	Safety Drills and Exercises				
EBCB-R	Safety Drills – Regulation				
EBCB-E	Record of Fire Evacuation Drill (Fire Code Section 405.5) – Exhibit				
EBCE	School Closings and Cancellations	X	X	Reopening Schools	
ECA/ECAB	Security/Access to Buildings				
ECAC	Vandalism				
EEA	Student Transportation	X	X		
EEAA	Walkers and Riders	X	X		
EEAC	Bus Scheduling and Routing	X	X		
EEAE	Bus Safety Program	X	X		
EEAEA	School Transportation Vehicle Operator Requirements and Training	X	X		
EEAEAA*	Drug and Alcohol Testing for CDL Drivers	X	X		
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation	X	X		
EEAEF*	Video Cameras on Transportation Vehicles	X	X		
EEAEG*	Use of Wireless Communication Devices by School Transportation Vehicle Operator	X	X		
EEAFA	Extracurricular Activity Buses/Field Trips/Special Events Transportation				
EEAFA-R	Extracurricular Activity Buses/Field Trips/Special Events Transportation – Regulation				
EEAFB*	Use of School Buses by Community Groups				
EEAFB*-R	Use of School Buses by Community Groups – Regulation				
EEAG	Student Transportation in Private Vehicles				
EEAG-R	Student Transportation in Private Vehicles – Regulation				
EEAG-E	Form for Drivers of Private Vehicles – Exhibit				
EEBA	School Transportation Vehicles (Use of Safety Belts)				
EEBAA	Use of Wireless Communication Devices by Employees Driving District-Owned Vehicles				
EF	School Nutrition Program	X	X		
EFC	Free and Reduced-Price Food Services				
EFEA*	Nutritious Food Choices				
EGAD	Copyright Compliance				
EGAEA	Electronic Communication				
EHB	Records Retention				
EI	Insurance Program/Risk Management				
EID*	Compliance with the Health Insurance Portability and Accountability Act				
EIE*	Compliance with the Affordable Care Act				

EJ	Service Animals				
EJ-R	Service Animals – Regulation				
EJ-E-1	Appendix A – Request to be Accompanied by Service Animal/Miniature Horse (Annual Request Required) – Exhibit				
EJ-E-2	Appendix B – Service Animal/Miniature Horse Agreement – Exhibit				
SECTION F - FACILITIES PLANNING AND DEVELOPMENT					
FA	Facilities Development Goals/Priority Objectives	X	X		
FA-R	Facilities Development Goals/Priority Objectives – Regulation	X	X		
FB	Facilities Planning	X	X		
FB-R	Long-Range Facilities Planning Committee – Regulation	X	X		
FBC*	Prioritization of Facility Improvements	X	X		
FC	School Capacity Mitigation	X	X		
FD	Facilities Funding	X	X		
FDA	Bond Campaigns	X	X		
FDB	Voluntary Capital Mitigation	X	X		
FDB-R	Voluntary Capital Mitigation – Regulation	X	X		
FEA	Educational Specifications for Construction	X	X		
FEB	Architect/Engineer/Project Manager/Construction Manager	X	X		
FEB-R	Architect/Engineer/Project Manager/Construction Manager – Regulation	X	X		
FEE	Site Acquisition	X	X		
FEE-R	Site Acquisition – Regulation	X	X		
FEG	Construction Contracts Bidding and Awards				
FEGB	Contractor's Insurances, Affidavits and Guarantees				
FEH	Construction Change Orders				
FF	Naming of Facilities	X	X		
FFA	Dedications, Memorials and Recognitions	X	X		
SECTION G - PERSONNEL					
GBA	Open Hiring/Equal Employment Opportunity			2020 Legislation	
GBAA	Sexual Harassment of Employees				
GBAB	Workplace Health and Safety Protection			Reopening Schools	NEW
GBEA	Staff Ethics/Conflict of Interest				
GBEA-E	Staff Ethics/Conflict of Interest – Exhibit				
GBEB	Staff Conduct (And Responsibilities)				
GBEB-R	Staff Conduct (And Responsibilities) – Regulation				
GBEB-R-2	Staff Conduct (And Responsibilities) – Regulation				
GBEBA	Staff Dress Code	X	X		

GBEBC	Staff Gifts to and Solicitations by Staff	X	X		
GBEC	Alcohol and Drug-Free Workplace				
GBEC-E	Employee Acknowledgment Form, Alcohol and Drug-Free Workplace – Exhibit				
GBEE*	Staff Responsible Use of the Internet and Electronic Communications				
GBEE*-R	Staff Responsible Use of the Internet and Electronic Communications Guidelines – Regulation				
GBEE*-E-1	Staff Responsible Use of the Internet and Electronic Communications Agreement – Exhibit				
GBEE*-E-2	Non-Staff Responsible Use of the Internet and Electronic Communications Agreement – Exhibit				
GBEF	Weapons in the Workplace				
GBGA	Staff Health (And Medical Examination Requirements)			Reopening Schools	
GBGA-R	Staff Health – Regulation				
GBGAB	First Aid Training	X	X		
GBGB	Staff Personal Security and Safety	X	X		
GBGC	Staff Benefits	X	X		
GBGD	Workers' Compensation	X	X		
GBGF	Federally-Mandated Family and Medical Leave	X	X		
GBGF-R	Federally-Mandated Family and Medical Leave – Regulation	X	X		
GBGI	Staff Military Leave	X	X		
GBGK	Staff Legal/Civic Duty Leave	X	X		
GBJ	Personnel Records and Files	X	X		
GBK	Staff Concerns/Complaints/Grievances	X	X		
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules	X	X		
GCE/GCF	Professional Staff Recruiting/Hiring	X	X	2020 Legislation	
GCE/GCF-R	Professional Staff Recruiting/Hiring – Regulation	X	X		
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff	X	X		
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute	X	X		
GCI	Professional Staff Development	X	X		
GCKAA*	Teacher Displacement	X	X		
GCO	Evaluation of Licensed Personnel	X	X		
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff	X	X		
GCQE*	Evaluation of Evaluators	X	X		
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal	X	X		

GCS	Professional Research and Publishing	X	X		
GDA	Support Staff Positions	X	X		
GDBA	Support Staff Compensation	X	X		
GDE/GDF	Support Staff Recruiting/Hiring	X	X	2020 Legislation	
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation	X	X		
GDG	Part-Time and Substitute Support Staff Employment	X	X		
GDO	Evaluation of Support Staff	X	X		
GDQB	Resignation of Support Staff	X	X		
GDQD	Discipline, Suspension and Dismissal of Support Staff	X	X		
SECTION H - NEGOTIATIONS					
HA	Negotiations Goals/Priority Objectives	X	X		
HH	Negotiating Organization (Instructional Staff)	X	X		
SECTION I - INSTRUCTION					
IC/ICA	School Year/School Calendar/Instruction Time	X	X	Reopening Schools	
IFC	Multiculturalism	X	X		
IG	Curriculum Development	X	X		
IHA	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 Stu	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/Gu	X	X		
IKE	Ensuring All Students Meet Standards	X	X		
IKF	Graduation Requirements				
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation	X	X		
IKFA	Early Graduation	X	X		
IKFB	Graduation Exercises	X	X		
ILBC	Early Literacy and Reading Comprehension (Colorado READ Act)				
ILBC-R	Early Literacy and Reading Comprehension (Procedures to Implement the Colorado READ Act) – Regulation				
IMB	Teaching about Controversial Issues and Use of Controversial Materials	X	X		
IMDB	Flag Displays	X	X		
SECTION J - STUDENTS					
JB	Equal Educational Opportunities			2020 Legislation	
JBB*	Sexual Harassment of Students			Title IX	
JC	School Attendance Areas	X	X		
JC-R	Determination of a Student's School Attendance Area – Regulation	X	X		
JCAA	School Districting/Redistricting	X	X		
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation	X	X		
JEA	Compulsory Attendance Ages				
JEB	Entrance Age Requirements				
JF	Admissions and Denial of Admissions			2020 Legislation	
JF-E	Admissions and Denial of Admissions – Exhibit				
JFABB	Admission of Non-Immigrant Foreign Exchange Students				
JFABB-R	Admission of Non-Immigrant Foreign Exchange Students – Regulation				
JFABB-E	Admission of Non-Immigrant Foreign Exchange Students – Exhibit				
JFABD	Homeless Students				

JFABD-R	Homeless Students – Regulation				
JFABE*	Students in Foster Care				
JFABE*-R	Students in Foster Care – Regulation				
JFBA/JFBB	Open Enrollment			2020 Legislation	
JFBA/JFBB-R	Open Enrollment – Regulation				
JFC	Student Withdrawal from School/Dropouts				
JFC-R	Student Withdrawal from School/Dropouts – Regulation				
JGA	Assignment of New Students to Classes and Grade Levels	X	X		
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Inst	X	X		
JH	Student Absences and Excuses	X	X	Reopening Schools	
JH-R	Student Absences and Excuses – Regulation	X	X		
JHB	Truancy				
JHD	Exclusions and Exemptions from School Attendance	X	X		
JIC	Student Conduct	X	X		
JICA	Student Dress Code	X	X		
JICC	Student Conduct in School Vehicles	X	X		
JICC-R	Student Conduct in School Vehicles – Regulation	X	X		
JICDA	Code of Conduct	X	X		
JICDD	Violent and Aggressive Behavior			2020 Legislation	NEW
JICDE*	Bullying Prevention and Education	X	X	2020 Legislation	
JICEA	School-Related Student Publications (School Publications Code)	X	X	2020 Legislation	
JICEA-R	School-Related Student Publications (School Publications Code) – Regulation	X	X		
JICEC	Student Distribution of Noncurricular Materials			2020 Legislation	NEW
JICEC*	Student Petitions and Distribution of Non-Curricular Materials	X	X		
JICEC*-R	Student Petitions and Distribution of Non-Curricular Materials – Regulation	X	X		
JICF	Secret Societies/Gang Activity	X	X		
JICG	Use of Tobacco by Students	X	X		
JICH	Drug and Alcohol Involvement by Students	X	X		
JICH-R	Drug and Alcohol Abuse by Students – Regulation	X	X		
JICI	Weapons in School	X	X		
JIH	Student Interviews, Interrogations, Searches and Arrests	X	X		
JIH-R	Student Interviews, Interrogations, Searches and Arrests – Regulation	X	X		
JIHB	Parking Lot Searches	X	X		
JII	Student Concerns, Complaints and Grievances	X	X	Title IX	
JII-E	Grievance Form – Exhibit	X	X		

JJA-1	Curriculum Related Student Organizations	X	X		
JJA-2	Student Organizations – Open Forum	X	X		
JJA-2-R	Non-Curricular Student Organizations (Secondary Schools) – Regulation	X	X		
JJA-2-E	Request for Building Use by Non-Curricular Student Groups – Exhibit	X	X		
JJF	Student Activities Funds	X	X		
JJH	Student Travel	X	X		
JJIB	Interscholastic Sports	X	X		
JJJ	Extracurricular Activity Eligibility	X	X		
JJJ-R	Extracurricular, Co-Curricular and Intramural Activity Eligibility – Regulation	X	X		
JK	Student Discipline	X	X		
JK-R	Student Discipline – Regulation				
JK*-2	Discipline of Students with Disabilities				
JKA	Use of Physical Intervention and Restraint				
JKA-R	Use of Physical Intervention and Restraint – Regulation				
JKA-E-2	Complaint Procedures and Regulations Regarding the Use of Restraint or Seclusion -Exhibit				
JKBA*	Disciplinary Removal from Classroom	X	X		
JKBA*-R	Disciplinary Removal from Classroom – Regulation	X	X		
JKD/JKE	Suspension/Expulsion of Students (and Other Disciplinary Interventions)				
JKD/JKE-R	Suspension/Expulsion of Students (Hearing Procedures) – Regulation				
JKD/JKE-E	Grounds for Suspension/Expulsion – Exhibit				
JKF*	Educational Alternatives for Expelled Students				
JKF*-R	Educational Alternatives for Expelled Students – Regulation				
JKG*	Expulsion Prevention				
JLC	Student Health Services and Requirements				
JLC-R	Student Health Services and Requirements (Special Health Problems) – Regulation				
JLCB	Immunization of Students				
JLCC	Communicable/Infectious Diseases			Reopening Schools	
JLCD	Administering Medications to Students				
JLCD-R	Administering Medications to Students – Regulation				
JLCD-E	Written Plan-Administration of Medical Marijuana to Qualified Students – Exhibit				
JLCDA*	Students with Food Allergies				
JLCE	First Aid and Emergency Medical Care				
JLCE-R	First Aid and Emergency Medical Care – Regulation				
JLCF	District School Nurses	X	X		
JLCF-R	District School Nurses – Regulation	X	X		

JLD	School Counseling Programs	X	X		
JLDAC	Screening/Testing of Students (And Treatment of Mental Disorders)				
JLF	Reporting Child Abuse/Child Protection				
JLF-R	Reporting Child Abuse/Child Protection – Regulation				
JLF-E	Report of Suspected Child Abuse or Neglect – Exhibit				
JLIB	Student Dismissal Precautions				
JLIF	Use of Safety and Security Technologies	X	X		
JLIF-R	Use of Safety and Security Technologies – Regulation	X	X		
JLJ*	Physical Activity	X	X		
JM	Student Awards, Honors and Scholarships	X	X		
JM-R	Student Awards, Honors and Scholarships – Regulation	X	X		
JQ	Student Fees, Fines and Charges	X	X		
JQ-R	Student Fees, Fines and Charges – Regulation	X	X		
JQ-E	Schedule of Student Fees – Exhibit	X	X		
JRA/JRC	Student Records/Release of Information on Students				
JRA/JRC-R	Student Records/Release of Information on Students (Notification to Parents and Students of Rights Concerning Student Education Records) –				
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				
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

Flagstaff Academy is committed to serving all public school students encompassing diverse backgrounds. We understand the importance of targeting diverse populations, including students receiving free and reduced benefits, English language learners, racially and ethnically diverse students, students with disabilities, and any student that may be considered at risk academically (performing below grade level).

In the Fall of 2024, Flagstaff implemented a new recruitment and enrollment plan, focusing on wide-ranging marketing strategies and targeted outreach within the community. Tenants of the plan include the following:

- Print – advertisements in local publications within all parts of the Boulder Valley Community, direct mailers to all student populations within the age ranges we serve, and advertisements in local news publications.
- Digital – Display, Social Media Ads, Email Marketing, and Paid Google Search Ads.
- Community Outreach – Attendance at local events, fairs, farmers markets; Outreach to local sports leagues and other community organizations.
- Partnerships with Local Preschools – We recently partnered with a local Head Start program primarily serving low-income families.

Flagstaff holds several events over the course of the year, including an “Explore Flagstaff” event in the Fall, and “Meet and Greet” week during February. We also hold school tours every other Monday from October through May. All of these events allow families to get to know more about our school. These events are open to all, and we advertise to all, in order to ensure a vibrant and diverse community of students.

EXHIBIT D

ENROLLMENT PROCEDURES

Kindergarten - 8th Grade

1. Each parent desiring to enroll his or her child in Flagstaff must Fill out an Online Application Form. Parents need to submit an Intent to Return Forms for students already attending the School.
2. Registration dates: December 1st: Open enrollment begins for the following school year. October 1st: Open enrollment closes and waitlists are purged.
3. If there are more students whose parents wish to enroll them in Flagstaff than there are class spaces available, students shall be based on the following criteria:
 - (a) The first preference is for students presently attending Flagstaff. Students will be allowed to re-enroll for the following school year. Parents must affirm their desire to re-enroll their child(ren) each spring by the date published.
 - (b) The second preference is for siblings of children already enrolled, with the exception of any sibling who previously declined enrollment, or has withdrawn from the waiting list or Flagstaff, based on first come, first served. Any sibling offered a position prior to October 1 must enroll or forfeit their position for that school year and be placed on the general waitlist.
 - (c) The third preference is for children of all full and part-time Flagstaff staff members based on first come, first served. Employees having completed 5 years of continuous service may maintain their staff preference for student enrollment, provided that their termination of employment is voluntary.
 - (d) The fourth preference applies only to children going into kindergarten. Any child who was enrolled in the Flagstaff Preschool program at the end of open enrollment shall have a preference for admission into kindergarten the following year based on first come, first served. If application is received after open enrollment closes and kindergarten is, full preference will be applied to the waitlist position.
4. If spaces remain after all the foregoing preferences have been used, all students who reside in the St. Vrain Valley School District shall be placed on the general waitlist and shall be admitted on a first come, first served basis. (a) If spaces remain after all in-district students on the waiting list have been enrolled, all out-of-district students shall be placed on the general waitlist and shall be admitted on a first come, first served basis.



Colorado's Unified Improvement Plan for Schools

Flagstaff Charter Academy UIP 2023-24 | School: Flagstaff Charter Academy | District: St Vrain Valley RE1J | Org ID: 0470 | School ID: 2964 |
Framework: Performance Plan |

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Action and Progress Monitoring Plans

Executive Summary



Priority Performance Challenges

- *Academic Achievement in ELA*

- *Academic Achievement in Mathematics*



Root Cause

- Consistent Implementation of Multi-tiered Supports

- Lack of Alignment for Curriculum, Instruction, and Assessment
- Lack of Effective Math Differentiation



Major Improvement Strategies

- Monitoring of Instruction

- Mathematics Curriculum Review
- Differentiation, Intervention, and Progress Monitoring

- *Academic Growth in Mathematics*



- Using Data to Adjust Instructional Planning
- Lack of Effective Math Differentiation



- Mathematics Curriculum Review
- Differentiation, Intervention, and Progress Monitoring

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

Flagstaff Academy is a K-8 public charter school within the St. Vrain Valley School District. Flagstaff Academy offers an academic program with electives that have an increased focus on Science and Technology. In 2019 and 2022 our middle school was recognized on the state and national level as a Colorado Trailblazer School to Watch, our preschool received the highest quality rating of a level five through Colorado Shines, and were again awarded the National Association of Special Education Teachers Exceptional Charter School designation.

Narrative on Data Analysis and Root Cause Identification

Description of School Setting and Process for Data Analysis

Flagstaff Academy is a K-8 public charter school within the St. Vrain Valley School District. Flagstaff Academy offers an academic program with electives that have an increased focus on Science and Technology. In 2019 and 2022 our middle school was recognized on the state and national level as a Colorado Trailblazer School to Watch, our preschool received the highest quality rating of a level five through Colorado Shines, and were again awarded the National Association of Special Education Teachers Exceptional Charter School designation. As of September 2023, we have approximately 773 students enrolled in preschool through eighth grade; 725 students are enrolled in kindergarten through eighth grade. About seventeen percent of students are low socio-economic status based on free and reduced lunch. Ethnic demographics indicate that 17% of students are Hispanic/Latino, 9% are Asian, 7% represent two or more races, 1% are Black/African American, .03% are American Indian/Alaskan Native, and 0% are Hawaiian/Pacific Islander. 66% of students are white. Furthermore, 7% of the student population have an Individualized Education Plan, 13% of our students are on a READ plan, 11% are identified as gifted and talented, and 7% are English language learners.

Data analysis is done by professional learning communities within the school and includes the following data: CMAS, iReady, DRDP-K, and DIBELS 8. Flagstaff CMAS scores met or exceeded the District (SVVSD) and State in most grade levels in English Language Arts and Mathematics achievement for the percentage of students who met or exceeded expectations. Flagstaff's participation rates meet the 95% requirement for each assessment, but about 9% of students are opted out of the tests via parent excusals. The participation rate for CMAS has been flat after the COVID pandemic.

The UIP process at Flagstaff Academy begins with data being presented to various stakeholders, including leadership, staff members, the SAC, and our school's Board of Directors. Groups review iReady data and compare it to the previous years, analyzing and identifying areas of growth and opportunities for improvement. CMAS data and the SPF are also shared with all stakeholders. Leadership PLC consisting of grade level and department leads complete a deep data dive looking into student demographics, behavior data, and assessment scores over previous years. We identify trends across the various sources of data, which lead us to primary performance challenges, root causes, and the creation of action steps for improvement.

With all the data in, the leadership team then reviews our prior year targets to discuss progress achieved, and continued areas of needed improvement. The core leadership team also analyzes behavior data and requests input from various stakeholders to give us information on how parents, staff, and students are viewing the school's climate, teaching, and learning conditions. Yearly parent satisfaction surveys are disseminated by our SAC, as well as annual staff satisfaction surveys, and an annual middle school climate survey. In spring 2023, a climate survey was also given to elementary grades four and five. These varied data points reveal that there is room for improvement in academic areas as well as in the school's response to behavior and discipline.

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).

Prior Year Student Targets

English Language Arts Goal: The percent of students achieving an overall scale score of 750 or more will increase by 5% to reach 65% of students meeting or exceeding expectations as measured by CMAS in spring of 2023. **Goal not met.**

Mathematics: The percent of students achieving an overall scale score of 750 or more will increase by 5% to reach 55% of students meeting or exceeding expectations as measured by CMAS in spring of 2022. **Goal not met.**

READ Plan Goal: The number of students identified in winter assessment cycle 2021 in grades K-3 will reduce by another 10% by the end of year assessment cycle 2023. **Goal met.**

Prior Year Major Improvement Strategies:

Math & Literacy Alignment: Elementary literacy teachers conducted a gap analysis of their current curriculum, Core Knowledge Language Arts (CKLA) with the

new 2020 Colorado Academic Standards in 2020-2021. The next step is to determine the needs in a K-5 capacity related to literacy. A curriculum committee will convene to review and evaluate the findings and make a recommendation. School-wide, math teachers completed a gap analysis of their curricula to the 2020 Colorado Academic Standards. A curriculum committee will be convened to review and evaluate the findings and make a recommendation. **Strategy completed and new curriculum implemented in the 2022-2023 school year. Implementation training is ongoing through the 2023-2024 school year.**

Mathematics Differentiation, Intervention, and Progress Monitoring

Through targeted professional development, teachers will gain skills in using data to understand student need, and utilize differentiated instructional practices. Math teachers will be trained in the available tier 2 math interventions and progress monitoring tools. **Strategy partially completed. Staff have been trained in data analysis and utilize student grouping strategies for success. Paraprofessionals have been trained in tier 2 math interventions with assistance from intervention team and implemented strategy.**

Monitoring of Instruction

Mathematics & English Language Arts - Monthly walk-thrus observing specific instructional practices will occur and feedback will be provided for teachers and aligned to the state teacher quality standards and research-based, differentiated instructional practices. **Strategy completed.**

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

Flagstaff Academy experienced an increase in unexpected behaviors from students upon returning to school full time, post pandemic. Students demonstrated an inability to sustain attention, an inability to socialize at an expected developmental level, and an inability to sustain stamina related to academic demands. This equated to teachers and administration spending more time supporting students in a behavioral realm. The 2021-2022 school year showed the highest number of administrator managed behaviors in the school's history. The 2022-2023 school year sustained that high level and had a slightly higher number of administrator managed behaviors than the previous school year. While academics are the primary focus at Flagstaff Academy, serious attention had to be paid to supporting student behavior and reteaching expectations for the school setting.

Current Performance

- Flagstaff Academy is a Performance school, meeting the 95% participation expectations, and receiving a score of 73.6/100, according to the 2023 School Performance Framework. We do not face significant challenges with mobility, attendance, or poverty. We have seen a slow steady shift in demographics of our school, with a slight increase of students who are FRL eligible, students with disabilities, and minority students. It is interesting to note that in 2023 our minority students are high achieving, receiving ratings of meets or exceeds in all achievement categories. Our elementary school students exceed in being on track to EL proficiency. Our most obvious areas of opportunity are for our FRL eligible elementary school students, and middle school students with disabilities.

While there are areas for improvement, please note that Flagstaff Academy students in grades five through eight scored higher on recent CMAS tests in academic achievement in ELA and Math than the district and the state. The following table documents the percent of students who met or exceeded expectations.

2023 State and District Comparisons: Percent Met or Exceeded Expectations

Grade	Content	FA Percent	SVVSD Percent	State Percent
3	ELA	40	45	40
4	ELA	57	50	44
5	ELA	54	53	48
6	ELA	58	48	44
7	ELA	75	53	45
8	ELA	64	46	42
Grade	Content	FA Percent	SVVSD Percent	State Percent

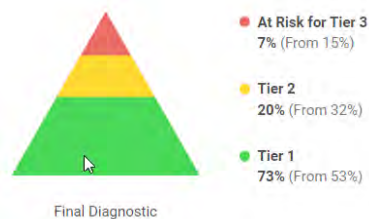
3	Math	27	46	40
4	Math	41	42	33
5	Math	50	46	36
6	Math	38	36	28
7	Math	42	31	26
8	Math	47	41	33

Grade	Content	FA Percent	SVVSD Percent	State Percent
5	Science	47	41	34
8	Science	53	37	31

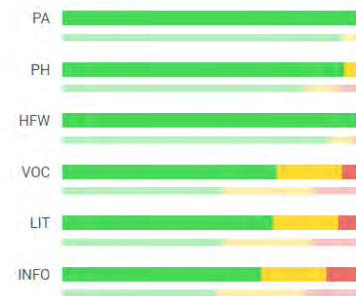
Local Data: May 2023 iReady Reading

Of the students assessed in reading by our local diagnostic tool, iReady, Flagstaff Academy students made progress in all areas of reading over the school year, including phonological awareness, phonics, high frequency words, vocabulary, and comprehension in both literary and informational texts.

Overall Placement



Placement By Domain



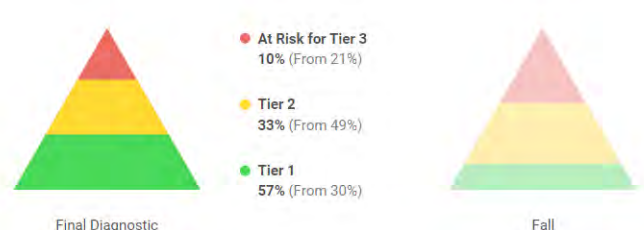
There is concern for students in grades first through eighth, where 20% or more of the students assessed tested at least one grade level below at the end of the 2022-2023 school year, as noted by the yellow and red on the charts. Additionally, grades 5 and 8 showed more than 10% of students were two or more years below at the end of the school year.

[May 2023 iReady Ready Diagnostic Results](#)

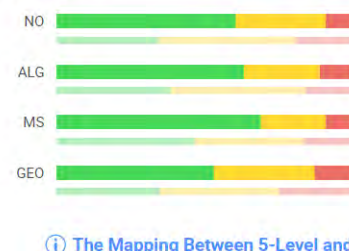
Local Data: May 2023 iReady Mathematics

Of the students assessed in mathematics by our local diagnostic tool, iReady, Flagstaff Academy students made progress in all areas of mathematics over the school year, including number and operation, algebra and algebraic thinking, measurement, and geometry.

Overall Placement



Placement By Domain



There is concern for students in grades 1 through 8, where 32% or more of the students assessed tested at least one grade level below at the end of the 2022-2023 school year, as noted by the yellow and red on the charts. Additionally, grades 5, 7, and 8 showed more than 10% of students at each grade level were two or more years below.

[May 2023 iReady Math Diagnostic Results](#)

2023 School Performance Framework

When looking at the overall 2023 performance framework, based on the 2023 CMAS, our elementary students were rated as meets expectations in ELA and Math for academic achievement. Elementary school students were rated as approaching expectations in ELA growth, but meets expectations in Math growth. Our middle school students received a rating of exceeds expectations in ELA for achievement and growth. Middle school students received a rating of meets expectations in Math for academic achievement and growth.

When drilling down deeper into the data it shows that in the elementary grades students who are FRL eligible were rated as approaching for ELA achievement and as does not meet in Math achievement. The same group was rated as does not meet expectations in ELA and Math in growth. Interestingly, in our Middle School, students eligible for FRL were rated as meets expectations in ELA, and approaching expectations in math for achievement. The students with the lowest rating of does not meet expectations in the Middle School are students with disabilities in the area of academic achievement in math. That same subgroup is rated as approaching expectations in ELA.

The growth data from the 2023 CMAS scores show that our FRL students in elementary school do not meet expectations of growth in both ELA and Math. In middle school, FRL students exceeded expectations for growth in ELA and met expectations for Math.

English Language Proficiency scores, as reported by the 2023 School Performance Framework, show that our middle school multilingual learners met expectations for English Language Proficiency and exceeded expectations for the rating On Track to EL Proficiency. There were not enough multilingual learners assessed in elementary school to report data from that subgroup in 2023.

2023 CMAS ELA Subscores

[Link to data chart](#)

Subscores in ELA present areas of opportunity. In looking at the data, writing presents the greatest area of improvement among all grade levels. Vocabulary is the school's strongest area across all grade levels.

2023 CMAS Math Subscores

[Link to data chart](#)

Our math subscores revealed that major content continues to be our strongest area, but still an area of opportunity. It also shows that mathematical reasoning and modeling as our weakest area.

Trend Analysis



Trend Direction: Increasing
Performance Indicator Target: Academic Achievement (Status)

ELA achievement as measured by CMAS increased from 2021-2023 has increased overall for students at Flagstaff Academy who met/exceeded expectations each year, post pandemic, from 51% to 58% of students who met/exceeded expectations. However, third grade students are performing well below the other grade levels, and only grade level (7th grade) met the schoolwide goal of 65% met or exceeds standards. (Source: CMAS)



Trend Direction: Increasing
Performance Indicator Target: Academic Achievement (Status)

Schoolwide achievement in reading as measured by iReady is trending upwards over the previous three years. In spring 2023, students in grades 1-8 averaged the highest score of students who met or exceeded grade level expectations post pandemic at 74%. Only first and eight grade student cohorts tested at a significant number below the average. (Source: iReady Management System)



Trend Direction: Increasing then decreasing

Performance Indicator Target: Academic Achievement (Status)

Schoolwide achievement in math was on an upward trend but then decreased as measured by iReady over the previous three years. In spring 2023, students in grades 1-8 averaged 57% of students meeting or exceeding grade level expectations. Seventh and eighth grade student cohorts tested at a significant number below the average. (Source: iReady Management System)



Trend Direction: Increasing

Performance Indicator Target: Academic Achievement (Status)

Over the past three years, the percentage of students entering kindergarten that are not able to meet the Fall PALS cut score, and are therefore identified as having a significant reading deficiency (SRD), has increased from 12-16% pre-pandemic to 44% in fall 2022. The number of students completing kindergarten with an SRD identification and on READ plans previously held steady at 7-10% pre-pandemic, but was 13.6% in spring 2023. (Source: School level tracking of PALS scores)



Trend Direction: Increasing then decreasing

Performance Indicator Target: Academic Achievement (Status)

Math achievement has fluctuated over the past three years with the following percentage of students in grades 3-8 meeting or exceeding expectations in the accompanying year: 2021 - 35%; 2022 - 47%; 2023 - 41%. Grade level data also reflects fluctuations with 3rd grade dropping in 2023 to 27% of students meeting or exceeding expectations (well below the schoolwide goal); 4th through 7th grades steadily growing from 2021 to 2023; and 8th grade spiking in 2022 at 62% and dropping in 2023 to 47% (below the schoolwide goal). (Source: CMAS)



Trend Direction: Decreasing then increasing

Performance Indicator Target: Academic Achievement (Status)

READ Plan Students - from 2019 to 2023 the percentage of all students on a READ plan was first stable, dropped and then increased. In 2020 and 2021 9% of students were on a READ plan, in 2022 8%, and in 2023 11%. (Source: School Academic Dashboard)



Trend Direction: Decreasing then increasing

Performance Indicator Target: Academic Growth

Using the baseline-referenced growth approach, ELA growth, as measured by CMAS, showed an increase from 2021 to 2023. In 2021 MGP was 44, decreasing in 2022 to 33, and increasing in 2023 to 51 in grades 4th and 5th. In middle school, MGP has increased from 38 in 2021 to 64 in 2022 and 2023. (Source:CMAS)



Trend Direction: Increasing

Performance Indicator Target: Academic Growth

Middle school growth in Math reflects continued growth post pandemic. In 2019 middle school MGP was 47, increasing to 48 in 2021, then rising to 54 in 2022 and 52 in 2023. (Source: CDE School CMAS Growth Report)



Trend Direction: Increasing then decreasing

Performance Indicator Target: Academic Growth

Elementary school growth in Math reflects some growth post pandemic. In 2019 elementary school MGP was 63, increasing to 71 in 2022, then dropping significantly to 52 in 2023. (Source: CDE School CMAS Growth Report)

Additional Trend Information:

Historical CMAS data, Flagstaff Academy- 2014-present

CMAS Math		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All		53	53	48	51	50	COVID	35	47	41
% of students who met or exceeded	3	40	43	47	37	54	COVID		58	27
	4	51	59	48	40	37	COVID	32	33	41
	5	43	54	53	57	54	COVID		47	50
	6	44	45	41	59	39	COVID	34	39	38
	7	56	58	40	44	57	COVID		41	42
	8	36	57	57	66	56	COVID	40	62	47
CMAS ELA		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All		59	60	62	65	65	COVID	51	57	58
% of students who met or exceeded	3	53	47	40	48	52	COVID	41	51	40
	4	71	70	67	70	61	COVID		44	57
	5	62	56	74	71	68	COVID	54	51	54
	6	51	66	56	71	60	COVID		62	58
	7	56	65	69	57	70	COVID	58	63	75
	8	59	56	67	74	76	COVID		73	64

Flagstaff Academy End of Year iReady data, 2017-present

iReady Math		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020**	2020-2021	2021-2022	2022-2023
% of students on	All	77	73	72	70	54	63	61	57
		Envision 1.0	Various	Various	Envision 2.0	Envision 2.0	Envision 2.0	Envision 2.0	Envision 2.0
or above grade level (spring)	1			100	79	48	78	62	64
	2			85	70	50	62	62	57
	3			73	73	48	54	71	52
*8th grade shows winter scores, prior to 20/21 school year	4	75	63	62	59	54	64	57	68
	5	78	70	83	79	55	61	66	62
	6	68	80	74	71	57	57	67	67
	7	78	78	61	66	55	66	44	46
**Winter scores shown due to COVID shutdown	*8	73	59	63	60	63	61	56	43
iReady Reading		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020**	2020-2021	2021-2022	2022-2023
% of students on	All	76	82	81	77	70	73	72	74
or above grade level (spring)	1			100	77	56	85	68	70
	2		100	81	75	68	74	82	80
	3			85	86	86	80	86	84
	4	85	81	85	68	63	66	68	73
	5	80	83	80	75	61	68	68	70
	6	71	79	77	72	70	65	67	74
	7	72	83	79	84	71	73	65	79
	*8	70	70	78	85	86	74	74	58

Root Causes and Priority Performance Challenges



Priority Performance Challenge: Academic Achievement in ELA

Pre-pandemic, in 2019, 35% of third through eighth grade students were not meeting/exceeding expectations in academic achievement in English Language Arts (ELA). In 2021, mid-pandemic, more than 40% of students tested did not meet or exceed expectations in ELA achievement. While improvement was shown in previous years, the impacts of the instability of education and life during COVID-19 have negatively impacted student achievement.

Area of Focus: English/Language Arts

Root Cause: Consistent Implementation of Multi-tiered Supports



Lack of targeted and differentiated instruction to meet the needs of all students at the tier 1 and tier 2 levels within the classroom setting.

Root Cause Category: Teacher Development



Priority Performance Challenge: Academic Achievement in Mathematics

Pre-pandemic, in 2019, 50% of third through eighth grade students were not meeting/exceeding expectations in academic achievement in mathematics. In 2021, mid-pandemic, 60% or more of students tested did not meet or exceed expectations in mathematics achievement. While improvement was shown in previous years, the impacts of the instability of education and life during COVID-19 has negatively impacted student achievement.

Area of Focus: Math



Root Cause: Lack of Alignment for Curriculum, Instruction, and Assessment

Lack of alignment between new standards-aligned curriculum and assessments.

Root Cause Category: Teacher Development



Root Cause: Lack of Effective Math Differentiation

In the elementary grades, teachers need more tools and training in providing math differentiation and intervention for struggling math students to meet the needs of all students at the tier 1 and tier 2 levels within the classroom setting.

Root Cause Category: Teacher Development



Priority Performance Challenge: Academic Growth in Mathematics

Schoolwide growth in Math has been inconsistent post-pandemic. Some cohorts are not growing at a consistent rate year over year, this widening the skill deficit. With the exception of 5th grade, each grade level has had less than 50% baseline growth at least one year starting in 2019.

Area of Focus: Math growth



Root Cause: Using Data to Adjust Instructional Planning

Lack of intentional and consistent professional learning communities designed to build teacher capacity to use student data for instructional planning.

Root Cause Category: Data Analysis



Root Cause: Lack of Effective Math Differentiation

In the elementary grades, teachers need more tools and training in providing math differentiation and intervention for struggling math students to meet the needs of all students at the tier 1 and tier 2 levels within the classroom setting.

Magnitude of Performance Challenges and Rationale for Selection:



Academic Achievement and Growth in ELA

Several groups can be identified with growth and performance challenges in English Language Arts.

Growth. Elementary school free/reduced lunch eligible (FRL) students did not meet expectations for growth in 2023. Both minority students and multilingual learners in grades three through five approached expectations. Fourth grade growth scores have not rebounded post pandemic. In 2017 these students demonstrated high growth at 71 median growth percentile (MGP), and dropping to 52.5 in 2019 MGP and currently are at 36 MGP in 2023. Grades five through eight show better growth annually, ranging from 59 MGP to 71 MGP.

Achievement. Third grade ws trending upward in ELA achievement in recent years prior to COVID-19, but have not yet met the schoolwide goal that was set in the previous improvement plan of 65% meets or exceeds. They were at 52% meets/exceeds in 2019 but have not rebounded to that level with only 40% of students meeting or exceeding in 2023. Sixth and eighth grades both dropped in their achievement scores. With the exception of 7th grade, all grade levels were also below the 65% goal of meets/exceeds in 2021. FRL students and multilingual learners in grades three through five were rated as approaching in ELA achievement in 2023, as were multilingual learners and students with disabilities in grades six through eight.

Academic Achievement and Growth in Mathematics

Several groups can be identified with growth and performance challenges in math.

Growth. In grades three through five, FRL students did not make expected growth in math in 2023. Students identified as minority students and multilingual learners both approached the expected growth. The growth for fourth and seventh grades were below 50 MGP in 2023. Grades five, six, and eight show better growth annually, ranging from 63 MGP to 67.5 MGP.

Achievement: In 2023, grades three through five FRL students did not meet standards in math achievement. At the same time, third and sixth grades both dropped in their achievement scores in math and are below the school average of 41% meets or exceeds. In 2023, students in grades six through eight with disabilities rated does-not-meet in math achievement, while FRL students and multilingual learners rated as approaching.

Due to the high performance of the school in prior years, followed by a decline since 2019, the focus to maintain the school's Core Knowledge Curriculum is coupled with the need for direct, research-based, improvement strategies.

Magnitude of Root Causes and Rationale for Selection:



After initial data dives, data sharing, and analysis with larger groups of stakeholders, leadership worked together to identify our priority performance challenges. From there discussions asking the why and linking that to reasoning supported the identification of root causes.

There is a notable population of students that do not meet or exceed expectations for academic achievement on CMAS and iReady. Additionally, an increasing number of students are on READ Plans.

Professional learning communities (PLC) are critical to consistency in planning, implementation of curricula, and standards based instruction, as well as common pacing and assessment practices. We have time built into the daily and weekly schedules for grade level and department teams to meet in their PLC. While the basics are in place, more needs to be done with training of teacher leaders, specifically in the practice of data informed instruction and assessment in the teaching and learning cycle. Regular turnover of team leads, and the challenge of training new leads, has led to inconsistency across grade levels as to the level of fidelity in which the PLC operates. Previous plans to train team leads were paused due to the needs relating to student behavior that have increased post pandemic.

Recent data regarding math achievement and growth reflect challenges the school has faced in having varying math curricula across grade levels. That challenge was addressed in the previous plans, and our school is now beginning the sixth year (elementary school) and first pilot year (middle school) of an evidence based, standards aligned curriculum adoption. Challenges related to student behavior has impeded the ability to gather data on the curriculum with fidelity. Additionally, inconsistent pacing across grade levels mean some grades are not finishing a full year of math curriculum. Not all teachers are using available resources within the adopted curriculum and therefore are not reaping the full benefits for students. Also, we spent much time in 2021 to 2023 working on the adoption of a new literacy curriculum and have not had the same emphasis on math. There is still much work to be done with small group work in literacy and math. Teachers do their best to differentiate and have the tools to do so, but have a lack of training to provide instruction to struggling math and literacy students.

Additional Narrative / Conclusion

Based on the previous UIP Plan, math and reading achievement have not rebounded post-pandemic in most grades. Based on the compelling needs of students that are not yet achieving, the school needs to take action to provide the following:

- To have teachers meet regularly to process data from standards-aligned common assessments and benchmarking data to adjust instruction based on this data
- To increase observation of instruction with feedback aligned to standards
- To engage a committee of teachers and administration in mathematics to review curriculum effectiveness and to review supplemental materials to strengthen the curriculum.

Action and Progress Monitoring Plans

Major Improvement Strategy and Action Plan



Monitoring of Instruction

Describe what will success look like: Mathematics & English Language Arts - Walk-thru observations based on specific instructional practices will occur and feedback will be provided for teachers and aligned to the state teacher quality standards and research-based, differentiated instructional practices. Observation frequency will be focused on improving teachers in their first three years in the building and teachers requiring improvement plans.

Describe the research/evidence base supporting the strategy: Pas, E. T., Kaiser, L., & Owens, J. S. (2023). Innovative Approaches to Coaching Teachers in Implementing Tier 1 and Tier 2 Classroom Interventions. Handbook of School Mental Health: Innovations in Science and Practice, 343.

Strategy Category: Continuous Improvement

Associated Root Causes:



Consistent Implementation of Multi-tiered Supports:

Lack of targeted and differentiated instruction to meet the needs of all students at the tier 1 and tier 2 levels within the classroom setting.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status



Professional Development on the Teacher Quality Standards

Evaluators will provide yearly training on the teacher evaluation process at Flagstaff Academy, with a primary focus on the teacher quality standards. Frequency and duration of observations will be outlined.

08/04/2023
09/15/2023

Executive Principal, Assistant Principal, Student Services Coordinator



Monthly Walk-Throughs

Administrators will conduct monthly walkthroughs with identified quality standards as focal points for feedback. Timely feedback will be provided in writing, using Randa or relevant CHAMPS coaching materials.

09/01/2023
05/23/2025
Monthly

Executive Principal, Assistant Principals, Student Services Coordinator

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Professional Development on the Teacher Quality Standards	Evaluators will provide yearly training on the teacher evaluation process at Flagstaff Academy, with a primary focus on the teacher quality standards. Frequency and duration of observations will be outlined.	08/04/2023 09/15/2023	Admin created presentations; differentiated for new staff and returning staff. Scheduled time and location.	Executive Principal, Assistant Principal, Student Services Coordinator	
 Monthly Walk Throughs	Administrators will conduct monthly walkthroughs with identified quality standards as focal points for feedback. Timely feedback will be provided in writing, using Randa or relevant CHAMPS coaching materials.	09/01/2023 05/23/2025	Updated walkthrough schedule with focal points. Randa. CHAMPS/STOIC observation tools.	Executive Principal, Assistant Principals, Student Services Coordinator	



Differentiation, Intervention, and Progress Monitoring

Describe what will success look like: Through targeted professional development, teachers will gain skills in using data to understand student need and utilize differentiated instructional practices. Teachers will be trained in tier 1 and tier 2 interventions and differentiation strategies.

Describe the research/evidence base supporting the strategy: Goddard, Y. L., Goddard, R. D., Bailes, L. P., & Nichols, R. (2019). From school leadership to differentiated instruction: A pathway to student learning in schools. *The Elementary School Journal*, 120(2), 197-219.

Strategy Category: Instructional Leadership

Associated Root Causes:



Lack of Effective Math Differentiation:

In the elementary grades, teachers need more tools and training in providing math differentiation and intervention for struggling math students to meet the needs of all students at the tier 1 and tier 2 levels within the classroom setting.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
 Differentiation for Specific Population Training	Ongoing professional development in differentiation strategies for ability grouping and targeted instruction focused on high need student populations for both behavior and academic needs.	08/04/2023 05/24/2024 Quarterly	Principals, Student Service Providers	
 PLC Training	Ongoing professional development in data driven practices will be provided for grade and department level team leads.	10/04/2023 05/23/2025 Monthly	Executive Principal, Assistant Principals	

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Monitor Interventions	Observations of intervention groups and feedback provided to teachers.	08/16/2023 05/23/2025	Monthly observation focus form and training for administrators to provide consistent and equitable feedback.	Executive Principal, Assistant Principals, Student Services Coordinator	
 PLC Accountability	Principals will attend team/department meetings to oversee MTSS implementation and data work.	08/21/2023 05/23/2025	MTSS process documents and system. Differentiation and data materials to support conversations.	Executive Principal, Assistant Principals, Student Services Coordinator	
 Differentiation Training	Train and support staff with in class interventions for behavior and academics at the tier 2 level.	10/04/2023 05/24/2024	Safe & Civil Schools materials; stipends for internal teacher trainers	Executive Principal, Assistant Principals, Student Service Providers, Teacher Leaders	
 PLC Training	Ongoing training for team leads in PLC data work.	10/16/2023 05/23/2025	Finances for PLC materials and book study. Substitutes for team lead work days. Scheduled time and location.	Executive Principal, Assistant Principals	



Mathematics Curriculum Review

Describe what will success look like: A representative committee will review the current math curriculum used in kindergarten through eighth grade and will make a recommendation for program additions, revisions, and deletions.

Describe the research/evidence base supporting the strategy: Gold, T., Carroll, K., Newby, L. D., & King, M. S. (2023). Rounding Up: An Analysis of Math Curriculum Effectiveness Studies. Bellwether.

Strategy Category: Curriculum and Content

Associated Root Causes:



Lack of Alignment for Curriculum, Instruction, and Assessment:

Lack of alignment between new standards-aligned curriculum and assessments.



Using Data to Adjust Instructional Planning:

Lack of intentional and consistent professional learning communities designed to build teacher capacity to use student data for instructional planning.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
 Convene Curriculum Review Committee	Establish curriculum committee for K-8 math review.	01/08/2024	Executive Principal, stakeholder representatives	



Recommend
Improvements to
Math
Programming

Committee to make a recommendation for program additions, revisions, and deletions.

01/09/2024
02/28/2024
Weekly

Stakeholder representatives,
administration, Board of Directors



Implementation of
Program
Improvements

Implementation of program improvements from committee recommendations.

08/01/2024
05/22/2026

All school staff

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Determine Committee Interest	Survey stakeholders and select committee members	01/08/2024 01/19/2024	Survey tools, application, selection criteria.	Administration	
 Committee Meetings	Hold regular committee meetings to evaluate data, review gaps, determine improvement areas.	01/19/2024 02/23/2024	Math data, curricula options, stipends for extra duty pay	Math committee	
 Program Determination	Review and accept or refine committee recommendations.	03/01/2024	Math committee recommendations; budget availability	Administration and Board of Directors	



Program
Implementation

Determine and execute implementation schedule, materials, and resources for year one and two of implementation.

06/01/2024
05/23/2025

Professional
development time,
trainers, and
materials. All staff

Progress Monitoring: Student Target Setting



Priority Performance Challenge : Academic Achievement in ELA



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: ELA

ANNUAL
PERFORMANCE
TARGETS

2023-2024: The percentage of students achieving an overall scale score of 750 or more will increase by 5% to reach 63% of students meeting or exceeding expectations as measured by CMAS in spring of 2024 in ELA.

2024-2025:

INTERIM MEASURES FOR 2023-2024:



Priority Performance Challenge : Academic Achievement in Mathematics



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M

ANNUAL
PERFORMANCE
TARGETS

2023-2024: The percentage of students achieving an overall scale score of 750 or more will increase by 4% to reach 45% of students meeting or exceeding expectations as measured by CMAS in spring of 2024 in Mathematics.

2024-2025:

INTERIM MEASURES FOR 2023-2024:



Priority Performance Challenge : Academic Growth in Mathematics



PERFORMANCE INDICATOR: Academic Growth

MEASURES / METRICS: M

ANNUAL
PERFORMANCE
TARGETS

2023-2024: The percentage of growth for students will increase by 5% to an average of 60% median SGP for students in grades three through eight as measured by baseline growth data from the spring 2024 CMAS assessment.

2024-2025:

INTERIM MEASURES FOR 2023-2024:

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: scale score on Colorado's standardized assessments. This Indicator includes results from CMAS, COAlt (ELA, Math and Science), and PSAT.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects normative growth comparing the academic progress of the students in this school compared to that of other students statewide with a similar CMAS, PSAT, and SAT score history in that subject area as well as English language proficiency growth metrics from the ACCESS assessment.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or the workforce upon graduation. This Indicator reflects student graduation rates, dropout rates, matriculation rates and average Colorado SAT composite scores.

Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

EXHIBIT G

EDUCATIONAL PROGRAM CHARACTERISTICS

Program Characteristics. The School shall implement and maintain its educational program as set forth in Section D of its original Application, including the following characteristics, subject to modification with the District's written approval:

Flagstaff Academy's educational program is based on the Core Knowledge sequence with an emphasis on Science and Technology. The Core Knowledge (CK) Sequence provides a detailed, explicit, and systematic sequence of grade-specific content that can be taught consistently year after year. The core content is organized to spiral through the grade levels, becoming more sophisticated and dedicated in each successive grade.

Science, history, reading, writing, tech lab and the arts base their content in the CK Sequence. The Core Knowledge Sequence allows teachers to develop interdisciplinary units of students, where students are writing about what they are learning in science, for example, or using technology to present what they are studying in history. This approach to learning keeps students engaged, and helps them retain concepts, as the ideas they develop connect to previous learning.

Science

Science is an important way of knowing about the natural world. It is not just a collection of facts but important habits of mind based in three critical scientific activities – Asking Questions, Collecting Data, and Making Data-Based Decisions. Flagstaff Academy strongly believes in scientific exploration. Students will establish a strong scientific perspective for examining the natural world. Flagstaff teachers and students together are members of a community focused on learning science. This will be done through a science activity-based program that will be used in conjunction with the Core Knowledge science program.

Annually, all Flagstaff students participate in the STEM Fair. This activity is the clearest expression of each student's ability to act scientifically. Projects are based in topics from among Science, Technology, Engineering and Mathematics and involve deep exploration into questions designed by the students themselves. STEM Fair involves lots of support in school from all of the Middle School teachers, industrial partners, parents and others. Depending on their success, students may move from the classroom projects to the Flagstaff Academy STEM Fair, the Cordon Pharma Regional Science Fair in Boulder, The SVVSD Tech Fair or the Colorado State Science Fair in Ft Collins.

Greenhouse Programming

Flagstaff Academy has a 750 square foot Growing Spaces grow dome - The Randall Geo-Conservatory - as a part of our facility and curriculum. The purpose of greenhouse work is for children of all ages to enjoy first hand where our food

comes from. Each year at Flagstaff, each class has the opportunity to do a project in the dome. The dome also includes an aquaponics system that demonstrates a full ecocycle through using fish waste to fertilize plants that filter the water for the fish. Through partnerships with local farms and SVVSD Nutrition Services, Flagstaff Academy hosts Harvest Days where students can see how fruits and vegetables grown in the greenhouse taste in a fresh and a prepared option.

Approach to Technology

Technological integration is purposeful and integrated along a continuum. From Kindergarten through 8th grade, the Google Apps for Education are the primary tools we use. At every level of the organization, we use cloud computing to collaborate, record and present our work. Technology is integrated into classrooms as tools for students to use during their Flagstaff Academy, Inc. academic experience. Students work in collaborative documents, create presentations and conduct online research in science, mathematics, history and language arts. Students compose videos, musical scores, and interact with various web-based applications in their classrooms, but their foundational skills are nurtured in Tech Lab and in the Library Media Center (LMC).

In the Elementary grades, students participate in Smart Lab programming on a weekly basis. In Smart Lab, students gain proficiency with keyboarding, are exposed to the Google Apps for Education platform, engineering, computer science, robotics, and learn about Digital Citizenship. Every grade has a mobile cart of Google Chromebooks that be used to instantly make any classroom a mobile computer lab. Our 4th and 5th grade classrooms each have their own Google Chromebooks cart to begin the introduction to 1:1 computing.

The Library Media Center is much more than a place to check out books (and e-readers), though there are plenty of those, including popular Middle School titles. Our Teacher-Librarian teaches students how to access data safely in the online world as well as teaching our Elementary and Middle School students internet research techniques, how to determine if a source is credible, and how to search many online resources. Our library is a blend of traditional books and reading materials and modern multi-media.

In Middle School, technology continues to be utilized in every classroom. With our 1:1 Chromebooks Program, every Flagstaff Academy middle school student is issued a Google Chromebook for their educational career at Flagstaff Academy. The 1:1 program allows our students to easily access online content that enriches their Core Knowledge Sequence.

Flagstaff Academy has a middle school elective Pre-Engineering program. This program has six elective options to expose students to multiple areas of engineering and computer science topics. Our Pre-Engineering program covers Architecture, Energy Systems and Renewable and Green Energy, Mechanical Engineering, two Computer Science courses- Programming and CyberSecurity and Networking, Robotics and Drones.

Flagstaff Academy's computer programming and robotics programs continue to thrive. We now offer multiple levels of computer programming instruction for our students. Over 75% of our incoming 6th graders elect to take a computer programming class. Our Hour of Code program, where our middle school programming students teach our K-5 students how to use program computers gained statewide attention. Two of our teachers are mentors, and several of our student alumni, are with the 1619 Up a Creek Robotics team that has gained national attention for excellence. We also offer state champion VEX Robotics, LEGO Mindstorms robotics, and maker space programming for our students in club activities. Our new Smart Lab is a model of project-based learning for STEM and leading edge technology and educational technology.

Student Involvement

Just as parent involvement is directly tied to student success, so is student involvement. Some studies suggest that it's second only to "safety and belonging" on the list of what a student needs to be successful in school. Students have a variety of opportunities to get involved at Flagstaff through after-school clubs, activities, enrichment programs, leadership opportunities, arts and athletics. Through Student Council (StuCo) and National Junior Honor Society (NJHS), students are actively partnered with the Parent Teacher Organization (PTO) to support events that enhance our connectedness as a learning community. Flagstaff Academy is home to the only student-produced and professionally-printed K-8 newspaper in the district. Our journalism staff is composed of select middle-school students who write and produce the monthly paper from start to finish.

EXHIBIT H

PLAN FOR ENGLISH LANGUAGE LEARNERS

As our school wide population increases, so does our population of English Language Learners, and we feel the best way to serve them is through compliance with all District early identification testing. We will train all of our teachers in ELL instruction, with a focus on inclusion and sheltered instruction. In addition, we will be providing direct instruction in compliance with OCR requirements. In school year 2013-14, Flagstaff Academy's ELL instruction resulted in the top ranking in the state by Colorado Department of Education, and top ten in the state since 2014/15. We will continue to provide top-quality ELL instruction.

The School will follow the District's procedures for identifying, assessing and exiting English language learners. All students indicating another language on their Home Language Survey will be given to the district for initial screening for appropriate initial identification status. Students that have been identified as NEP or LEP will be assessed using CELA until they have reached FEP status. We will then deliver direct instruction to identified students in alignment with District identification, instruction, and protocols. Once students have reached FEP status, we will monitor those students using the monitoring plan in Alpine Achievement. For two years, we will use internal assessments, report card grades, and CMAS to track the progress of these students.

The Implementation of our preschool program focuses on early identification and intervention for at risk students, including English Language Learners. Our preschool Director has an advanced degree in Second Language Acquisition.

Exhibit I - Due Process Checklist

	Task
1	Student Demographics Print information from IC
2	Timeline of events (Summary) Provided by building administration
3	School Work Support Plan Copies of homework gathered from teachers that was given to the student
4	Expulsion Hearing Letter Legal Counsel generates this letter
5	Board policy /state statute violations Copy Board Policies from the website
6	Student discipline records Print information from IC
7	IEP records * Yes No If yes, Manifestation Determination Review Yes No 504 records Yes No Is the student being evaluated for IEP Yes No Is the student being evaluated for 504 Yes No Circle yes or no
8	Attendance records Print copy of attendance record from IC
9	Police reports Ask SRO/Police for a copy of the report asap
10	Due process paperwork (with signature from parent or email verification) Print ad hoc report from IC - "Record of Disciplinary Incident"
11	Any additional legal letters sent to the parent Extending suspension or rescheduled hearing
12	Habitual Disruptor History and Plan* Include if school has drawn up a plan
13	Teacher's statements* Teacher's written description of incident with signature
14	Witness statements* Witnesses written statements with signature
15	Student statement Student's written statement with signature
16	Photos and or video surveillance* Pictures that may have been taken showing evidence
17	Social media postings, school work containing threatening content* Include screen shots of social media postings or copies of school work
18	Correspondences with parent/guardian, i.e., emails, phone calls Documented phone calls and emails between administrators and parent/guardian

* If there is no information, please include a sheet stating "There were no [\(fill in the blank\)](#)"

EXHIBIT J
Additional Services Agreement
Flagstaff Academy

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

District Technology Services				
Required Services Pursuant to Section 10.4		FY25		
Required Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Infinite Campus License	600	\$ 13.82		\$ 8,292.00
PowerSchool Unified Insights		4.07		2,442.00
PowerSchool Performance Matters		6.53		3,918.00
PowerSchool Special Programs (SPED IEP system)		2.87		1,722.00
Classlink		2.84		1,704.00
Microsoft Azure Authentication and MultiFactor Authentication	19		\$ 59.98	1,139.62
Personnel Costs (IC, Unified Insights, ClassLink, etc.)		16.56		9,936.00
Total				\$ 29,153.62
Optional Services				
Optional Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Google Workspace for Education Plus (Required for TPCA)	600	\$ 3.70		\$ 2,220.00
Meet the Teacher (Aspen Ridge, Flagstaff, Montessori, Twin Peaks only)*				929.12
Webex (TPCA only)	0		\$ 90.04	-
Total				\$ 3,149.12
Human Resources				
RedRover & Applitrack (Frontline)	RedRover Use (1 or 0)	Annual Cost	Total Cost	
RedRover License (may not be available)	1	\$ 1,500.00	\$	1,500.00
Total			\$	1,500.00
Warehouse				
Delivery Service	Delivery Service (1 or 0)	Annual Cost	Total Cost	
Delivery Service	1	\$ 3,000.00	\$	3,000.00
Total			\$	3,000.00
Total Exhibit J Service/License Costs:			\$	36,802.74

Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. Yes_____ No_____

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. Yes_____ No_____

Ad Hoc - As Requested Basis

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

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

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

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

Student Services:

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

- Truancy Filings (\$55/hour)

State Categorical Aid:

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

Federal Categorical Aid:

- **Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.**

- **Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:**

- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs
- MTSS/PBIS Support
- Classroom Management
- Partners in Education (PIE) Master's Program Coaching
- New Teacher Induction/What I Didn't Learn in College
- New Administrator Induction
- Teacher Mentor Training

Financial Services:

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

Acknowledged by:

Name

Signature

Title

Date

EXHIBIT K TRANSPORTATION PLAN AGREEMENT, INDEMNIFICATION AND RELEASE

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of St. Vrain Community Montessori School Contract Renewal
Strategic Priority - Portfolio of 21st-Century Instructional Focus Schools
and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the 2025-2030 contract with St. Vrain Community Montessori School.

BACKGROUND

The District negotiated and renewed a standardized five year contract document with the charter schools. All charter school contracts were discussed at the April 9, 2025 Board Meeting and are presented individually for approval.

**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ST. VRAIN COMMUNITY MONTESSORI SCHOOL**

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**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ST. VRAIN COMMUNITY MONTESSORI SCHOOL**

This Contract is made and entered on July 01, 2025 (“Effective Date”) by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the “District” and **ST. VRAIN COMMUNITY MONTESSORI 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, 2031, 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 St. Vrain Community Montessori School.

Charter Board shall mean the St. Vrain Community Montessori 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 22, 2008.

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, 2025 for a five-year period, terminating on June 30, 2030. 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, 2030 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, 2031 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. By law, extensions of the contract pursuant to this paragraph also extend the term of the waivers granted in connection with the contract. 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 or 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.

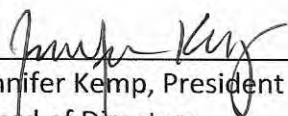
13.9. Severability. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract will remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

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

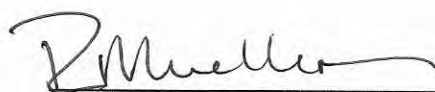
ST. VRAIN COMMUNITY MONTESSORI SCHOOL

1055 Delaware Ave.

Longmont, CO 80501

By  3/14/25
Jennifer Kemp, President
Board of Directors

ATTEST:

 3/14/25
~~Amelia Striegel, Secretary~~
Rachel Mueller, Treasurer

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

STATUTORY WAIVERS – Additional Waivers

22-7-1014(2)(a) C.R.S., Use of School Readiness Assessments

22-9-106, C.R.S. Local board duties concerning performance of licensed personnel

22-9-106(4), C.R.S. Certificated Personnel Evaluations

22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment - License Required - Exception

22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990; Contract in writing - duration - damage provision

22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; Probationary teacher - renewal and nonrenewal of employment contract

22-63-204, C.R.S. Teacher employment, compensation and dismissal act of 1990; receiving money from sale of goods - interest prohibited

22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers - compensation

22-32-109.7 C.R.S Board duties – selection of personnel

22-32-109(1)(b), C.R.S Board duties – purchase of goods and services

22-32-109(1)(cc), C.R.S Board duties – dress code for staff

22-32-109(1)(n)(I), C.R.S Board duties – length of school year

22-32-109(1)(n)(II), C.R.S Board duties –hours of instruction; district calendar

22-32-110(1)(y), C.R.S Board powers – accept gifts, donations, or grants

22-32-119, C.R.S Kindergarten

22-32-120, C.R.S. Food Service Facility

22-33-106, C.R.S. Grounds for suspension, expulsion, and denial of admission

22-60.5-301, C.R.S Licenses and standards for principals

22-63-103(10), C.R.S Teacher employment – substitutes

Requested State Statute Non-Automatic Waivers

Pursuant to the Charter Schools Act, the St. Vrain Community Montessori School (SVCMS) requests waivers of certain Colorado Revised Statutes as listed below. Each statute is identified and the reason for each request given, as well as a replacement plan. These waivers will enable SVCMS to better meet its mission, goals and objectives, and implement its education program.

C.R.S § 22-2-112(1)(q)(I) Commissioner Duties - Reporting
C.R.S. § 22-9-106 Evaluation of Personnel

These sections require schools to report teacher evaluation ratings as part of the commissioner's report.

Rationale: St. Vrain Community Montessori Charter School has a Montessori model and will not be required to report their teacher evaluations ratings as part of the commissioner's report as required by C.R.S. 22-2-112 (l)(q)(I). In order for the School to function according to its unique needs and design, the Head of School and Board of Directors have developed and adopted its own system of evaluation.

Replacement Plan: St. Vrain Community Montessori School has a Montessori model and will not be required to report their teacher evaluation data; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Teachers will be evaluated annually using a Montessori appraisal instrument. The administrator conducting the evaluation will be trained in use of the tool. The school will utilize the results of teacher evaluations to inform HR planning and resource allocation for professional development. The School will provide a yearly evaluation of all personnel. Personnel will be held accountable to the Head of School.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to St. Vrain Community Montessori School's curriculum and the overall program design.

Expected Outcomes: St. Vrain Community Montessori School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

C.R.S § 22-7-1014(2)(a) Readiness Assessments

This section requires each district to administer the school readiness assessment to each student.

Rationale: St. Vrain Community Montessori Charter School should be granted the authority to implement relevant curriculum and assessments that meet or exceed criteria for "determining the instruction and interventions students need to improve their readiness to succeed in school" [C.R.S. § 22-7-1014(2)(a)]. Assessment in the domains of physical well-being, motor development, social and emotional development, language and comprehension development, and cognition and general knowledge are administered within the first 60 days of school and repeated, as necessary, throughout the school year.

The data will be collated into a spreadsheet that lists the student, a score for each assessment, a total score for each category addressed in C.R.S. § 22-7-1014(2)(a), and any other pertinent information, such as whether the student has an I.E.P., READ plan, E.L.A. plan, or MTSS plan that impacts performance in any category. We will submit this data upon request to our Authorizer for further reporting to CDE.

Assessments used to measure readiness will be valid and administered within the first 60 days of school. The data collected is provided to the Authorizer for school readiness reporting. Data will also be used to develop Individual Readiness Plans for all students.

Replacement Plan: St. Vrain Community Montessori School has a Montessori curriculum aligned to the Common Core State Standards as evidenced in our charter agreement. Our comprehensive curriculum addresses the following areas, which are assessed as indicated:

Physical well-being and motor development: Primary Adaptation Check (National Center for Montessori in the Public Sector)

Social-emotional development: Primary Adaptation Check (National Center for Montessori in the Public Sector)

Language and comprehension development: DIBELS 8

Literacy: DIBELS 8

Cognition and general knowledge: curriculum-based assessment, developed by the School (Yellow Box)

Math: curriculum-based assessment, developed by the School (Yellow Box)

Methods and assessments used are clear, relevant, and have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. § 22-7-1014(2)(a).

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to St. Vrain Community Montessori School's curriculum and the overall program design.

Expected Outcomes: St. Vrain Community Montessori School expects that as a result of this waiver, we will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

C.R.S § 22-32-109.1(2)(a) Conduct and Discipline Code

Management of Student Conduct

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own conduct and discipline policies, rules, and regulations.

Replacement Plan: The SVCMS Board has adopted policies and the Head of School has prescribed rules and regulations for the code of conduct and discipline of the school with input from faculty and staff.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on the budget of either the District or SVCMS.

How the Impact of the Waivers will be evaluated: SVCMS will maintain a safe environment with high expectations for responsible and compassionate behavior.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to develop and implement a code of conduct policy consistent with the school's philosophy and approach to Montessori education.

C.R.S § 22-32-109(1)(b) Board Duties

Purchase of Goods and Services

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop and adopt policies, rules, and regulations for the efficient administration of competitive bidding and purchasing of goods and services for the School.

Replacement Plan: The SVCMS Board has adopted policies, rules, and regulations to establish and maintain efficient and effective systems for the purchasing of goods and services for the school.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: SVCMS anticipates that the requested waiver will have no financial impact upon the District or the School.

How the Impact of the Waivers will be evaluated: The impact of the waiver is that SVCMS has an efficient and effective system for the competitive purchasing of goods and services.

Expected Outcome: SVCMS expects that, as a result of this waiver, it will be able to establish and maintain purchasing procedures in accordance with the School's policies and regulations.

C.R.S § 22-32-109.7 Board Duties - Selection of Personnel

Specifies duties of local boards with regard to background checks of employees and contacts with previous employers.

Rationale: SVCMS is responsible for the hiring and management of its employees, and will conduct background and reference checks according to the school's personnel policies and procedures.

Replacement Plan: The SVCMS Board has adopted policies and the Head of School has prescribed rules and regulations for operation of the school.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on the budget of either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to select and employ its own teachers and staff in accordance with the terms and conditions of its own policies and regulations, administer its affairs in an efficient manner, and accomplish its mission as set forth in the application.

C.R.S § 22-32-109(1)(cc) Board Duties - Dress Code for Staff

Adopt Staff Dress Code

Rationale: SVCMS will operate independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own dress code for staff.

Replacement Plan: The SVCMS Board has adopted dress code policies and the Head of School has prescribed rules and regulations for implementation of those policies.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on the budget of either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver is that SVCMS will establish and maintain the dress code policies for its staff.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to establish and maintain dress code policies in accordance with the school's policies and regulations.

**C.R.S § 22-32-109(1)(n)(I) Length of School Year
and
C.R.S § 22-32-109(1)(n)(II) District Calendar; Contact Hours**

Board's duty to prescribe length of school year and hours of teacher-pupil instruction and adopt a school calendar.

Rationale: The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.

Replacement Plan: The Board, no later than June of the prior school year, has and will continue to determine its final calendar and school days of SVCMS. The School's proposed annual calendar and daily schedule has and will continue to meet or exceed the minimum number of contact hours required by state law.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on the budget of either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: As a result of this waiver, SVCMS will be able to operate with a longer school year and under its own schedule, which is vital to the success of its program.

C.R.S § 22-32-110(1)(y) Specific Powers of the Board

Board's acceptance of gifts, donations, or grants

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop and adopt policies, rules, and regulations for the efficient acceptance of gifts, donations, and grants to the School.

Replacement Plan: The SVCMS Board has established and will continue to maintain effective and efficient systems for accepting gifts, donations, and grants.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: SVCMS anticipates that the requested waiver will have either no financial impact on the School, or may have a positive financial impact on the School. SVCMS anticipates that the requested waiver will have no financial impact on the District.

How the Impact of the Waivers will be evaluated: The impact of the waiver is that SVCMS will continue to establish and maintain an efficient and effective system for accepting gifts, donations, and grants.

Expected Outcome: SVCMS expects that, as a result of this waiver, it will be able to accept gifts, donations, or grants using procedure in accordance with the School's policies and regulations.

C.R.S § 22-32-119 Kindergarten

Permits Board of Education to establish and maintain Kindergarten and prescribe courses of training, study, discipline, and rules and regulations governing the program.

Rationale: SVCMS will operate its own Kindergarten program in accordance with the application. SVCMS should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its Kindergarten program, subject to the limitations in the charter and contract.

Replacement Plan: SVCMS has provided, and will continue to provide, its own curriculum for Kindergarten students.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: SVCMS expects that as a result of this waiver it will be able to operate its Kindergarten program to the benefit of the students, teachers and community.

C.R.S § 22-32-120 Food Service Facility

Gives local boards of education the power to establish, equip, and operate a food service facility and sets minimum requirements for such a facility.

Rationale: SVCMS will adopt a lunch program policy on an annual basis to determine services provided and vendor decisions.

Replacement Plan: When providing food services through a separate contract, SVCMS may decide all parameters of that service. SVCMS retains the right, as stated in its charter, not to offer meals or beverages.

If a lunch program is offered by SVCMS that is not part of the District program, SVCMS shall provide, at its cost, free and reduced priced meals to all students in accordance with Board policies and regulations and applicable federal and state laws.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on either the District or SVCMS. Any financial impact on the School will be dependent on the School's decision to offer meals and beverages to students.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same criteria and assessments that apply to the School.

Expected Outcome: As a result of this waiver, the School will be able to provide lunch services to the benefit of its students.

C.R.S § 22-33-106 Grounds for Expulsion

Listing of grounds school districts may use for suspension, expulsion, or denial of admission.

Rationale: SVCMS should be delegated the authority to implement suspension or dismissal from the School, upon such grounds and subject to such procedures as set forth in School policy, consistent with applicable laws. Dismissal from the School does not imply expulsion, as the power to expel resides with the District.

Replacement Plan: SVCMS has developed policy and implemented procedures regarding suspension or removal as stated in the charter contract.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the effectiveness and fairness of the code of conduct and discipline policies at SVCMS.

Expected Outcome: SVCMS expects that it will maintain a safe school environment.

C.R.S § 22-9-106(4) Certificated Personnel Evaluations - Local Boards of Education - Duties - Personnel Evaluations

This section requires that employee performance evaluations be performed by a person holding an administrative license

Rationale: The SVCMS Head of School must have the ability to perform the evaluation of all personnel. Should the Head of School not have an administrative license, this shall not preclude the Head of School from administering the evaluations.

Replacement Plan: SVCMS will provide a yearly evaluation for all personnel. Personnel will be held accountable to the Head of School, regardless of whether the Head of School holds an administrative license.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to SVCMS, as set forth in the Application.

Expected Outcome: With this waiver, SVCMS will be able to implement its program and evaluate its teachers in accordance with School's goals and objectives set forth in this application.

C.R.S § 22-60.5-301 Principals' Licenses

Describes various types of licenses and standards for issuance for principals.

Rationale: The unique curriculum and methods required to supervise and manage the St. Vrain Community Montessori School could limit the pool of potential candidates for the Head of School position if potential candidates must also be state licensed and/or certified.

Replacement Plan: The SVCMS Board has hired a Head of School who will further the mission, goals and objectives of the School. The Head of School does not function solely as a traditional school district principal but rather is responsible for a wider range of tasks. The School seeks to attract a Head of School from a wide variety of backgrounds, including, without limitation, those with Montessori school administration or other professional experience. All SVCMS staff are employed on an at-will basis.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to SVCMS, as set forth in the Application.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staffs who possess the unique skills and/or background to fill its staffing needs in accordance with the terms and conditions set by the charter and contract.

C.R.S § 22-63-103(10) Teacher Employment, Compensation, and Dismissal - Definitions - Substitute Teacher

This section describes a substitute teacher and the qualifications of such.

Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a Montessori charter school because the School's expectations vary from those of traditional public schools.

Replacement Plan: The Head of School has the authority to select part-time and substitute teachers that meet the specific needs of a Montessori curriculum.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in the Charter School Proposal.

Expected Outcome: As a result of this waiver, the School will be able to employ part-time and substitute teachers possessing unique skills and/or backgrounds particularly suited to the Montessori curriculum.

C.R.S § 22-63-204 Interest Prohibited

Receiving moneys from the sale of goods.

Rationale: Because SVCMS has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. SVCMS staff needs to be allowed to accept pay for sale of goods to accomplish education objectives.

Replacement Plan: The SVCMS Board has established policies for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

Expected Outcome: As a result of the waiver, the SVCMS Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

C.R.S § 22-63-201

Requires that teachers be licensed.

Rationale: SVCMS must be granted the authority to hire teachers who will support the School's goals and objectives.

Replacement Plan: SVCMS has made staff assignments based on its needs and educational goals, regardless of whether a teacher has a Colorado teaching certificate or license. All employees of the School are employed on an at-will basis and must meet applicable fingerprinting and background check requirements. All Core Teachers will meet the guidelines set forth in the Colorado State ESSA Plan. Special Education Teachers will hold the requisite state license and endorsement, pursuant to federal requirements. Staff are assigned only to positions for which they are qualified.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to SVCMS as set forth in the application.

Expected Outcome: SVCMS expects that, as a result of this waiver, it will be able to operate in accordance with its own program and hire teachers that best fit the School's mission, which is vital to the success of its program.

C.R.S § 22-63-202

Establishing specific requirements for the employment of probationary teachers and their renewal or nonrenewal of their contracts

C.R.S § 22-63-203

Establishes specific requirements for the employment of probationary teachers and the renewal or non-renewal of their contracts.

Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. This includes the authority to develop its own employment agreements and terms and conditions of employment. The School's Montessori curriculum requires Montessori-trained staff. SVCMS has developed its own employment requirements, compensation, and retention guidelines.

Replacement Plan: SVCMS has made staff assignments based on its needs and educational goals. Staff are assigned only to positions for which they are qualified. SVCMS hires qualified lead teachers who possess Montessori teaching credentials and Bachelor degrees or higher. All School employees are at-will employees; there is no employee in "probationary" status. Employees (and prospective employees) are given written offers of continuation or offers of employment. All staff are made aware of the School's grievance procedure upon hiring.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to SVCMS as set forth in the application.

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

C.R.S § 22-63-206

Permits transfer of teachers between schools upon recommendation of the District's chief administrative officer.

Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. It is inconsistent with this statute for the District to make transfers with/or for SVCMS.

Replacement Plan: SVCMS has made staff assignments based on its needs and educational goals. Staff are assigned only to positions for which they are qualified.

Duration of the Waivers: SVCMS requests that the waiver be for the duration of its contract with the St. Vrain Valley School District.

Financial Impact: None on either the District or SVCMS.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to SVCMS as set forth in the application.

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

Exhibit B

District Policy Exemptions/Waivers

The following automatic exemptions are granted for the duration of this Contract, beginning July 1, 2025 (including any and all renewals thereof).

EBCE	School Closings and Cancellations
EEA	Student Transportation
EEAA	Walkers and Riders
EEAC	Bus Scheduling and Routing
EEAE	Bus Safety Program
EEAEA	School Transportation Vehicle Operator Requirements and Training
EEAEAA*	Drug and Alcohol Testing for CDL Drivers
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation
EEAEF*	Video Cameras on Transportation Vehicles
EF	School Nutrition Program
FA	Facilities Development Goals/Priority Objectives
FA-R	Facilities Development Goals/Priority Objectives – Regulation
FB	Facilities Planning
FB-R	Long-Range Facilities Planning Committee – Regulation
FBC*	Prioritization of Facility Improvements
FC	School Capacity Mitigation
FD	Facilities Funding
FDA	Bond Campaigns
FDB	Voluntary Capital Mitigation
FDB-R	Voluntary Capital Mitigation – Regulation
FEA	Educational Specifications for Construction
FEB	Architect/Engineer/Project Manager/Construction Manager
FEB-R	Architect/Engineer/Project Manager/Construction Manager – Regulation
FEE	Site Acquisition
FEE-R	Site Acquisition – Regulation
FF	Naming of Facilities
FFA	Dedications, Memorials and Recognitions
GBEBA	Staff Dress Code
GBEBC	Staff Gifts to and Solicitations by Staff
GBGAB	First Aid Training
GBGB	Staff Personal Security and Safety
GBGC	Staff Benefits
GBGD	Workers' Compensation
GBGF	Federally-Mandated Family and Medical Leave

GBGF-R	Federally-Mandated Family and Medical Leave – Regulation
GBGI	Staff Military Leave
GBGK	Staff Legal/Civic Duty Leave
GBJ	Personnel Records and Files
GBK	Staff Concerns/Complaints/Grievances
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules
GCE/GCF	Professional Staff Recruiting/Hiring
GCE/GCF-R	Professional Staff Recruiting/Hiring – Regulation
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff
GCI	Professional Staff Development
GCKAA*	Teacher Displacement
GCO	Evaluation of Licensed Personnel
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)
GCS	Professional Research and Publishing
GDA	Support Staff Positions
GDBA	Support Staff Compensation
GDE/GDF	Support Staff Recruiting/Hiring
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation
GDG	Part-Time and Substitute Support Staff Employment
GDO	Evaluation of Support Staff
GDQB	Resignation of Support Staff
GDQD	Discipline, Suspension and Dismissal of Support Staff
HA	Negotiations Goals/Priority Objectives
HH	Negotiating Organization (Instructional Staff)
IC/ICA	School Year/School Calendar/Instruction Time
IFC	Multiculturalism
IG	Curriculum Development
IHAI	Career and Technical Education
IHAM	Health and Family Life/Sex Education
IHAM-R	Health Education – Regulation
IHAMA	Teaching about Drugs, Alcohol and Tobacco
IHBA	Special Education Programs for Students with Disabilities
IHBB	Gifted Education
IHBD	Equivalence of Services (Title I)
IHBEA	English Language Learners
IHBF	Homebound Instruction

IHBG	Home Schooling
IHBIB	Primary/Pre Primary Education
IHBK	Preparation for Postsecondary and Workforce Success
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Student Individual Career and Academic Plans regulation)
IHCDA	Concurrent Enrollment
IJ	Instructional Resources and Materials
IJK	Supplementary Materials Selection and Adoption
IJNDAB*	Instruction through Online Programs
IJOA	Field Trips
IJOA-R	Field Trips – Regulation
IJOA-E	Field Trip/Activity Permission Form – Exhibit
IJOC	School Volunteers
IJOC-E	School Volunteer Application – Exhibit
IK	Academic Achievement
IKA	Grading/Assessment Systems
IKA-R	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Guardians) – Regulation
IKE	Ensuring All Students Meet Standards
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation
IKFA	Early Graduation
IKFB	Graduation Exercises
IMB	Teaching about Controversial Issues and Use of Controversial Materials
IMDB	Flag Displays
JC	School Attendance Areas
JC-R	Determination of a Student’s School Attendance Area – Regulation
JCAA	School Districting/Redistricting
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation
JGA	Assignment of New Students to Classes and Grade Levels
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Instruction or Non-accredited Private Schools) – Regulation
JH	Student Absences and Excuses
JH-R	Student Absences and Excuses – Regulation
JHD	Exclusions and Exemptions from School Attendance
JIC	Student Conduct
JICA	Student Dress Code
JICC	Student Conduct in School Vehicles
JICC-R	Student Conduct in School Vehicles – Regulation
JICDA	Code of Conduct

JICDE*	Bullying Prevention and Education
JICEA	School-Related Student Publications (School Publications Code)
JICEA-R	School-Related Student Publications (School Publications Code) – Regulation
JICEC*	Student Petitions and Distribution of Non-Curricular Materials
JICEC*-R	Student Petitions and Distribution of Non-Curricular Materials – Regulation
JICF	Secret Societies/Gang Activity
JICG	Use of Tobacco by Students
JICH	Drug and Alcohol Involvement by Students
JICH-R	Drug and Alcohol Abuse by Students – Regulation
JICI	Weapons in School
JIH	Student Interviews, Interrogations, Searches and Arrests
JIH-R	Student Interviews, Interrogations, Searches and Arrests – Regulation
JIHB	Parking Lot Searches
JII	Student Concerns, Complaints and Grievances
JII-E	Grievance Form – Exhibit
JJA-1	Curriculum Related Student Organizations
JJA-2	Student Organizations – Open Forum
JJA-2-R	Non-Curricular Student Organizations (Secondary Schools) – Regulation
JJA-2-E	Request for Building Use by Non-Curricular Student Groups – Exhibit
JJF	Student Activities Funds
JJH	Student Travel
JJIB	Interscholastic Sports
JJJ	Extracurricular Activity Eligibility
JJJ-R	Extracurricular, Co-Curricular and Intramural Activity Eligibility – Regulation
JK	Student Discipline
JKBA*	Disciplinary Removal from Classroom
JKBA*-R	Disciplinary Removal from Classroom – Regulation
JLCF	District School Nurses
JLCF-R	District School Nurses – Regulation
JLD	School Counseling Programs
JLIF	Use of Safety and Security Technologies
JLIF-R	Use of Safety and Security Technologies – Regulation
JLJ*	Physical Activity
JM	Student Awards, Honors and Scholarships
JM-R	Student Awards, Honors and Scholarships – Regulation
JQ	Student Fees, Fines and Charges
JQ-R	Student Fees, Fines and Charges – Regulation
JQ-E	Schedule of Student Fees – Exhibit
KE	Public Concerns and Complaints
KEC	Public Concerns/Complaints about Instructional Resources

KEF*	Public Concerns/Complaints about Teaching Methods, Activities or Presentations
KF	Community Use of School Facilities
KHB	Advertising and Sponsorships
KHB-R	Advertising and Sponsorships – Regulation
KHC	Distribution/Posting of Non-curricular Materials
KHC-R	Distribution/Posting of Non-curricular Materials – Regulation
KI	Visitors to Schools

The following non-automatic exemptions are requested from SVVSD policies for the duration of the Contract, beginning July 1, 2025 (including any and all renewals thereof). Replacement policies are available on the School's website.

Section A: District Foundations

AC	Nondiscrimination/Equal Opportunity
AC-E-1	Nondiscrimination/Equal Opportunity (Notice) – Exhibit
AC-E-2	Nondiscrimination/Equal Opportunity (Complaint Form) – Exhibit
AC-R-1	Harassment and Discrimination Investigation Procedures for Students - Regulation
AC-R-2	Harassment and Discrimination Investigation Procedures for Employees, Applicants for Employment and Members of the Public - Regulation
AC-R-3	Sex-Based Harassment Investigation Procedures (Title IX)
ACC	Auxiliary Aids and Services
AD	School District Mission/Educational Philosophy
ADC	Tobacco-Free Schools
ADD	Safe Schools
ADD-R	District Safety/Security Committees – Regulation
ADF	School Wellness
AE	Accountability/Commitment to Accomplishment
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-E-1	Code of Ethics for School Board Members

BC-E-2	Board Member Code of Ethics
BC-R	School Board Member Financial Disclosure – Regulation
BCAA	Gifting, Awards, Honorariums and Sponsorships
BCAA-E	Giftings, 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
BEAA*	Electronic Participation in 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

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
DB	Annual Budget
DBD	Determination of Budget Priorities
DBG	Budget Adoption
DBG-E	Deadlines in Budgeting Process Set by Statute - Exhibit
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)
EBBA-R	Prevention of Disease/Infection Transmission (Handling Body Fluids and

	Substances) – Regulation
EBBB	Accident Reports
EBCB	Safety Drills and Exercises
EBCB-E	Record of Fire Evacuation Drill (Fire Code Section 405.5) – Exhibit
EBCB-R	Safety Drills – Regulation
ECA/ECAB	Security/Access to Buildings
ECAC	Vandalism
EEAFA	Extracurricular Activity Buses/Field Trips/Special Events Transportation
EEAFA-R	Extracurricular Activity Buses/Field Trips/Special Events Transportation – Regulation
EEAG	Student Transportation in Private Vehicles
EEAG-E	Form for Drivers of Private Vehicles – Exhibit
EEAG-R	Student Transportation in Private Vehicles – Regulation
EEBA	School Transportation Vehicles (Use of Safety Belts)
EEBAA	Use of Wireless Communication Devices by Employees Driving District-Owned Vehicles
EFC	Free and Reduced-Price Food Services
EFEA*	Nutritious Food Choices
EGAD	Copyright Compliance
EGADA*	Intellectual Property (students
EGADA*-E-1	Intellectual Property (SVVSD Waiver of Rights)
EGADA*-E-2	Intellectual Property (Student Waiver of Rights)
EGADAB*	Intellectual Property (Employee and Mentor)
EGADAB*-E	Intellectual PProperty (Mentor Acknowledgement and Release)
EGAEA	Electronic Communication
EHB	Records Retention
EHC*	Safeguarding Personal Identifying Information
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

FEG	Construction Contracts Bidding and Awards
FEGB	Contractor's Insurances, Affidavits and Guarantees

FEH	Construction Change Orders

Section G: Personnel

GBA	Open Hiring/Equal Employment Opportunity
GBAA	Sexual Harassment of Employees
GBAB	Workplace Health and Safety Protection
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
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)
GBGA-R	Staff Health – Regulation
GCOE	Evaluation of Evaluators
GCQC/GCQD-R	Resignation of Instructional Staff/Administrative Staff (Mandatory Reporting Requirements)
GCQF-R	Discipline, Suspension and Dismissal of Professional Staff (Mandatory Reporting Requirements)

Section I: Instruction

ILBC	Early Literacy and Reading Comprehension (Colorado READ Act)
ILBC-R	Early Literacy and Reading Comprehension (Procedures to Implement the Colorado READ Act) – Regulation

Section J: Students

JB	Equal Educational Opportunities
JBB*	Sexual Harassment of Students
JEA	Compulsory Attendance Ages

JEB	Entrance Age Requirements
JF	Admissions and Denial of Admissions
JF-E	Admissions and Denial of Admissions – Exhibit
JFBA/JFBB	Open Enrollment
JFBA/JFBB-R	Open Enrollment – Regulation
JHB	Truancy
JICDD	Violent and Aggressive Behavior
JK-R	Student Discipline – Regulation
JK*-2	Discipline of Students with Disabilities
JKA	Use of Physical Intervention and Restraint
JKA-R	Use of Physical Intervention and Restraint – Regulation
JKA-E-2	Complaint Procedures and Regulations Regarding the Use of Restraint or Seclusion -Exhibit
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
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
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
JLCDC*	Medically Necessary Treatment in School Setting
JLCDC*-R	Authorizing Private Health-Care Specialist to Provide Medically Necessary Treatment in School Setting
JLCE	First Aid and Emergency Medical Care
JLCE-R	First Aid and Emergency Medical Care – Regulation
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
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
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)
KEC-E	Public Concerns/Complaints about Instructional Resources - Exhibit
KEC-R	Public Concerns/Complaints about Instructional Resources - Regulation
KFA	Public Conduct on District Property
KG	Public-Private Enterprise Opportunities
KGA	School Foundations
KLG	Relations with State Agencies

Section L: Education Agency Relations

LC	Relations with Education Research Agencies
LDA	Student Teaching
LDA-R	Student Teaching and Internships – Regulation

Exhibit C

SVCMS Recruiting Plan to Attract a Diverse Student Population

Rationale:

The Montessori philosophy consciously encourages children to accept, respect, and celebrate the rich cultural diversity of the global community. Diversity within school communities is viewed as a positive and important element in authentic Montessori Schools. As a public school of choice, SVCMS is mindful that recruitment of a diverse student community will require a conscious, deliberate effort. The school's goal is to reflect the makeup of the population of Longmont within our student body. The school has developed an Outreach plan focused on the two core themes of Communication and Accessibility.

Recent Outreach Status:

In recent contracts, SVCMS stated that the school was unable to conduct any outreach activities due to facility overcapacity since 2015. Because of this limited capacity to offer space to new families, the school's opportunities for outreach were limited. With the inclusion of SVCMS in the 2024 Bond Initiative, the school will now be able to begin recruiting and outreach in anticipation of increased enrollment opportunities in a larger facility. Recruiting activities should commence prior to the 2026-2027 enrollment season in an effort to align increased enrollment opportunities with SVCMS's stated value and intention of creating a more diverse community.

Exhibit D

Enrollment Procedures

SVCMS-JF Student Admissions and Denial of Admissions

All persons ages 5 through 16 who reside within the boundaries of SVVSD may be permitted to attend SVCMS without payment of tuition, excluding Children's House preschool students. In addition, persons who do not reside in the district may be admitted under SVCMS Board policies relating to nonresident students.

A birth certificate or other proof of legal age, as well as proof of residency will be required by SVCMS administration.

Withdrawal may be done on request of records to SVCMS from another school or in writing from parent/guardian of enrolled child.

Denial of Admission

The SVCMS Board of Directors or the Head of School may deny admission to SVCMS on the grounds established by law.

Students who were expelled from any school during the preceding 12 months or whose behavior during the preceding 12 months in another school was detrimental to the welfare or safety of other students or school personnel may be denied admission.

The Board of Directors will provide due process of law to students and parents/guardians for denial of admission. These procedures are set forth in SVCMS-JKD/JKE-R.

Nondiscrimination

The Board, the Head of School, other administrators, and school employees will not unlawfully discriminate based on a student's disability, race, color, creed, national origin, ancestry, religion, sex, sexual orientation, gender identity, gender expression, marital status, disability, or need for special education services, or other protected class, in the determination or recommendation of action under this policy.

Legal Refs.:

C.R.S. 22-1-102 (defines "resident")

C.R.S. 22-1-102.5 (defines "homeless child")

C.R.S. 22-1-115 (school age is any age over five and under twenty-one years)

C.R.S. 22-2-409 (notification of risk)

C.R.S. 22-32-109 (1)(II) (Board duty to adopt policies requiring enrollment decisions to be made in a nondiscriminatory manner)

C.R.S. 22-32-110 (1)(k) (definition of racial or ethnic background includes hair texture, definition of protective hairstyle)

C.R.S. 22-32-115 (tuition to another school district)

C.R.S. 22-32-116 (non-resident students)

C.R.S. 22-32-138 (enrollment of students in out-of-home placements)

C.R.S. 22-33-103 through 22-33-110 (school attendance law)

C.R.S. 22-33-105 (2)(c) (requiring hearing to be convened if requested within 10 days after denial of admission or expulsion)

Cross Refs.

SVCMS-JC, School Attendance Area
SVCMS-JC-R, School Attendance Area
SVCMS-JH, Attendance Policy

Approved: April 11, 2024

SVCMS-JF-E Admission and Denial of Admission

See [SVCMS-J](#) and [SVVSD-JF-E](#).

SVCMS-JFA Admission of Students K-8

Informational Workshops

Parents who are interested in enrolling their students into SVCMS are strongly encouraged to attend an Informational Workshop. These workshops will be led by SVCMS Staff members and will provide an overview of Montessori education as it applies to child development, the content of the Montessori curriculum, and details about SVCMS and the enrollment process.

Informational Workshops will be held in the November and January window, as necessary.

Details on when and where the meetings will be held will be posted on the SVCMS website by December 1. After enrollment, informational tours will be held on a monthly basis as needed.

Enrollment Process

Parents seeking to enroll their child or children in the SVCMS K to 8th Grade program must complete and submit an "Intent to Enroll" Form, which is available on the SVCMS website (www.svcmontessori.org). The completed Intent to Enroll Form must be returned to the SVCMS Registrar during the Enrollment Registration Period, detailed below.

Enrollment Registration Dates:

First business day in December: Open enrollment begins for the following school year, waitlists initiated.

January 15th (or closest business day thereafter): Enrollment window #1 closes. Intent to Enroll forms received after 4:00 p.m. on this day fall into Enrollment window #2, which remains open until October 1st. Any available spaces will be filled on a first come, first serve basis.

First business day in February: Deadline to receive notification of awarded positions or notification of waitlists position.

October 1st: Enrollment ends; Waitlists purged.

Enrollment Priority:

Enrollment priority is given in the following order in each enrollment window when there are more students seeking positions at the school than there are available positions:

1. Currently enrolled returning PK to 7th Grade SVCMS Students.
2. Siblings of admitted SVCMS (K to 8th Grade) Students.*
3. Children or grandchildren of SVCMS staff, consideration may be given to FTE status.
4. Children of current or former SVCMS Board members who completed at least one term, based on first come, first served.
5. Applicants for grades 2-8 who are transferring from a public Montessori School, first come, first served. Applicants for 1st grade who attended a public tuition-free Montessori kindergarten also have this enrollment priority, first come first served.
6. All District Residents, including inbound active-duty military members, based on first come, first served.
7. All non-District Residents, based on first come, first served.

Any position offered based on an enrollment priority category must be accepted within 5 business days of offer of enrollment or priority enrollment status will be forfeited for the current year.

*Sibling priority is limited to: 1. Students within the elementary and/or middle school (K to 8th), and 2. Preschool children who have a sibling in the elementary and/or middle school. Sibling priority is not offered to elementary or middle school students based on an enrolled preschool sibling. If sibling priority is forfeited once, sibling priority will no longer be honored. Intent to Enroll forms must be received during Enrollment Window #1 (December 1st-January 15th) to receive sibling priority. Sibling status is granted based on the assumption of continuous enrollment of the older sibling; if the older sibling is withdrawn prior to the start of school for the younger sibling, sibling status is forfeited. Enrollment positions offered based on expired sibling priority will be revoked and the application will be processed in accordance with enrollment priority.

Students on the waitlist for the previous school year will NOT automatically be included in the enrollment process for the upcoming school year. Any students who are not currently enrolled and who wish to enroll for the upcoming school year must re-submit an "Intent to Enroll" form in accordance with the schedule above.

The parent/ legal guardian of each child selected must give a verbal confirmation of intent to enroll within one (1) business day after notification. Parents/legal guardians must complete and return an SVCMS Enrollment Packet within five (5) business days of notification.

Any potential student who is offered a position and declines placement in the school will lose any and all positions for that year. Students may reapply for enrollment after refusing placement, but his or her name will be placed at the end of the compiled waitlist.

After October Count Day, new students will be enrolled at the school at the discretion of the Head of School on a space available basis for Kindergarten and 1st through 8th Grade classes. Tuition-based preschool positions can be filled throughout the year.

Transparency

If a parent of a currently enrolled student at SVCMS enrolls their student at another district school for the upcoming school year, the student's returning student status may be forfeited.

Full Day Kindergarten

While the state of Colorado funds full-day Kindergarten, the school will only offer full-day Kindergarten.

Age Requirements

As SVCMS is a part of the St. Vrain Valley School District, the school will follow SVVSD guidelines for age requirements and enrollment. In order to enter Kindergarten, an applicant must be 5 years old by October 1st of the year of Kindergarten enrollment. To enter into 1st grade, an applicant must be 6 years old by October 1 of the year of first grade enrollment. *See - St. Vrain Valley School District Policy JEB – Entrance Age Requirements*

Year Level Placement (Years 1-8)

Students enrolling from either a non-accredited private school or from a homeschool educational program will be assessed for year level placement.

If an accredited school is unable to produce student records verifying appropriate year level, prospective students will be place tested. Offers of admission will be contingent on results of readiness assessments.

Families of students seeking enrollment from the above-mentioned educational backgrounds will be contacted in the first part of the year to schedule readiness assessments, which will be administered by SVCMS Guides. Year level placement will be determined by the results of these assessments.

Approved: November 18, 2021

SVCMS-JFA-CH Admission of Students-Children's House

Applicants for a preschool position in the Children's House must be at least 3 years upon enrollment. Applicants are strongly encouraged to be fully potty-trained, with the ability to go to the restroom independently, and must also be able to express their needs and ideas to adults, as well as take directions from adults.

If a child who turns 3 years old after October 1st submits an Intent to Enroll, a spot may be awarded. This will be considered a pre-3 year-old year for the student.

Families interested in enrolling their children into the SVCMS Children's House program are encouraged to familiarize themselves with the Montessori Method, and are strongly encouraged to attend an Informational Meeting. Interested families follow these steps to enroll their children at SVCMS.

1. Parents/legal guardians may submit an enrollment form on the SVCMS website. All Children's House applications will be time-stamped according to receipt by the SVCMS Registrar.

2. As positions become available in the Children's House, applications will be considered in the following order:
 - a. Students presently enrolled in SVCMS Children's House. Parents must affirm their desire to re-enroll their student for the following school year by the date published.
 - b. Siblings of children already enrolled in either SVCMS (K to 8th grade) or in the SVCMS Children's House. Any sibling offered a position in the Children's House program must enroll or forfeit their position within five (5) business days for the school year offered. If a sibling position is forfeited, a student may re-enroll under the general enrollment process. Preschool Applications must be received during the Enrollment Window #1 (December 1st-January 15th, or the closest business days thereafter) to receive sibling priority. Sibling status is granted based on the assumption of continuous enrollment of the older sibling; if the older sibling is withdrawn prior to the start of school for the younger sibling, sibling status is forfeited. Enrollment positions offered based on expired sibling priority will be revoked and the application will be processed in accordance with enrollment priority.
 - c. Children or grandchildren of SVCMS staff, consideration may be given to FTE status.
 - d. Children of current or former SVCMS Board members who completed at least one term, based on first come, first served.
 - e. All St. Vrain Valley School District (SVVSD) residents
 - f. All non-SVVSD residents
3. Notification of acceptance to the SVCMS preschool program will be in writing, and applicants will have five (5) days to complete an enrollment packet to secure a position in the preschool. A 10% non-refundable deposit of tuition will be due mid-February and/or on the due date of the enrollment packet. Another 10% of tuition will be due by May 15. The remainder of the 80% due can be paid in ten monthly installments from August to May.

Approved: December 10, 2020.

SVCMS-JFA-R Student Admissions

Enrollment in K-8 is offered on a first-come, first-served basis, with consideration of the following enrollment priorities:

1. Currently-enrolled returning K-7 SVCMS students.
2. Children who attended preschool at SVCMS for at least one year prior to entering kindergarten. First come, first served.
3. Siblings of admitted K-8 SVCMS students. Sibling priority is not offered to elementary or middle school students based on an enrolled preschool sibling. If sibling priority is forfeited once, sibling priority will no longer be honored.
4. Children of SVCMS staff. Consideration may be given to FTE status.
5. Children of current or former SVCMS Board members who completed at least one term of service. First come, first served.
6. All St. Vrain Valley School District (SVVSD) residents. First come, first served.
7. All non-SVVSD residents. First come, first served.

Full-Day Kindergarten

All children seeking a position in the kindergarten will initially be enrolled in the half-day kindergarten program. However, SVCMS does recommend full-day kindergarten as a best practice.

A number of tuition-based, full-day kindergarten positions will be available and determined based on the following priority:

1. Children who attended preschool at SVCMS for at least one year prior to entering kindergarten.
2. Children with at least one year of prior Montessori experience from schools with credentialed Montessori guides (MACTE) prior to the year in which they will enter kindergarten.
3. Siblings of SVCMS students currently enrolled in the K-8 school program.
4. Order of receipt of Intent to Enroll form

Year Level Placement (Years 1-8)

Students enrolling from either a non-accredited private school or from a homeschool educational program will be assessed for year level placement.

If an accredited school is unable to produce student records verifying appropriate year level, prospective students will be place tested. Offers of admission will be contingent on results of readiness assessments.

Families of students seeking enrollment from the above-mentioned educational backgrounds will be contacted in the first part of the year to schedule readiness assessments, which will be administered by SVCMS Guides. Year level placement will be determined by the results of these assessments.

Admission for Students with Disabilities

In accordance with its operating agreement with St. Vrain Valley School District (SVVSD), in instances where a student has an existing Individual Education Plan (IEP), SVCMS's acceptance of a student's application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the school, with or without reasonable modification. If the determination is that the IEP cannot be fully implemented at the school and therefore a FAPE would not be available to be provided at the school, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the school IEP Team meeting.



Colorado's Unified Improvement Plan for Schools

St. Vrain Community Montessori School UIP 2024-25 | School: St. Vrain Community Montessori School | District: St Vrain Valley RE1J | Org ID: 0470 |
School ID: 7565 | Framework: Insufficient State Data |

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Executive Summary



Priority Performance Challenges

- *K-3 Reading*

- *Math Achievement at Upper Elementary (4-6)*



Root Cause

- Inconsistent Tier 1 Literacy Instruction
- Literacy Support Kindergarten

- Inconsistent Tier 1 and Tier 2 Instruction during Morning Work Cycle
- Inconsistent accountability
- Lack of Foundational Skills



Major Improvement Strategies

- Data-Informed Decision Making

- Data-Informed Decision Making

- *Math Achievement at Middle School Level (7-8)*



- Neural Pruning of Foundational Arithmetic Skills
- Middle School Schedule not Supporting Optimum Instructional Time



- Data-Informed Decision Making

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

St. Vrain Community Montessori School is a PK-8 charter school offering the only public Montessori program in its district. Now in its 16th year of operation, the school serves approximately 263 students. The school utilizes primarily Montessori materials for instruction and employs Montessori-credentialed, highly-qualified faculty. Due to its small size, no disaggregated data is reported. The school has approximately 20% Minority Students, 12% Students with Disabilities (IEP), 3% FRL students, 6.4% Gifted/Talented students, and 1% ELL students. The Attendance Rate for the 2023-2024 school year was 94% and the Mobility Rate was 1.3% (2022-2023 data). The School Leadership Team and SAC lead the UIP process, with Level Leaders from each three-year, mixed-age grouping serving as SAC faculty members. The school's Board of Directors approves the UIP. Montessori education is a child-directed, multi-sensory, materials-based approach to education that prioritizes independence, internal motivation to learn, and a community-centered student. Observation is a cornerstone of Montessori Education, and skilled observation of students and classrooms is a form of assessment in Montessori schools. Montessori guides are highly trained observers; they observe the child at work in the classroom and use the information they gather to shape their lessons. The Three Period Lesson of the Montessori method is a tool of fluid instruction used by Montessori guides to deliver lessons, observe progress, and assess student learning. The first period is when a concept is presented by a guide (aka "a lesson"); during the second period, the child then practices independently or with a peer; in the 3rd period, the child achieves conceptual and practical independence as they internalizes the concept and demonstrates mastery.

Narrative on Data Analysis and Root Cause Identification

Description of School Setting and Process for Data Analysis

St. Vrain Community Montessori School is a PK-8 charter school offering the only public Montessori program in its district. Now in its 15th year of operation, the school serves approximately 268 students. The school utilizes primarily Montessori materials for instruction, and employs Montessori-credentialed and highly-qualified faculty. Due to its small size, no disaggregated data is reported. The school has approximately 17% Minority Students, 11% Students with Disabilities (IEP), 11% FRL eligible students, 6% Gifted/Talented students and 3% ELL students. The Attendance Rate for the 2022-2023 school year is 92% and the Mobility Rate is 3% (21-22 CDE data). The School Leadership Team and SAC lead the UIP process, with Level Leaders from each three-year, mixed-age grouping serving as SAC faculty members. The school's Board of Directors approves the UIP.

In many ways the 2022-2023 school year was the closest return to normalcy since the commencement of the COVID pandemic. Learning was fully back in-person, measures of social distancing in the classroom were relaxed which allowed a return to the best practices in a Montessori environment (collaborative learning, student freedom of movement, and opportunities for social growth and practice). Lengthy quarantine periods were also much less widespread which reduced disruptions to student learning.

However, we did still observe lingering ripple effects of the COVID pandemic on both our student's academic growth and social-emotional resilience. Even though student attendance was not as affected by mandatory exposure quarantines, there was still an uptick in student absences due to COVID cases, as well as several other lengthy illnesses that seemed to increase once in-person learning without masks was the norm. Academically we have observed that the lasting impacts of the pandemic need a multiyear approach to mitigate.

Staff have observed trends with student achievement relative to the age/grade of students at the time of the educational disruptions caused by the COVID pandemic. The youngest children who were in preschool or kindergarten in spring 2020 have had the most impact in early literacy acquisition. The older elementary students who were in 3rd grade in spring 2020 have had the most impact in math abstraction. We have increased supports and staffing to mitigate these impacts and view the "recovery" as a multi-year task. Our current and continuing goals align with these academic impacts for these specific ages, so early literacy remains a focus for K-3 and math remains a focus for 4th grade and above.

As a whole-child educational approach, Montessori recognizes the importance of social emotional learning (SEL), and acknowledges that academic learning is optimal when students and a community feel safe and have a sense of belonging. In other words, social-emotional learning and wellness are not "extracurriculars"; rather they support learning and academic achievement. In 2021, SVCMS brought on staff a part-time Community Support Specialist to assist students, staff, and

families with the social-emotional supports associated with a return to in-person classrooms; this role continued to provide needed support and recovery to our community in the 22-23 school year.

During this time SVCMS continued to address the Priority Performance Challenges identified in its previous UIP. Given the operational impacts to the school, SVCMS has determined it will carry forward our previous goals in K-3 Literacy and Upper Elementary (grades 4-6) Mathematics. SVCMS has added an additional goal in Middle School (grades 7-8) mathematics.

The school had high opt out rates in Spring 2023 for CMAS. The ELA and Math opt out rate was 92% among 3rd to 8th grade students for CMAS. For CMAS, opt out rates ranged from a low of 81% in 3rd grade to a high of 100% in 7th and 8th grades. Further, only 5 students took the Access Test in 2023. Based on its opt out rates, the school was assigned an SPF rating of Insufficient State Data: Low Participation.

High parental opt-out rates made data difficult to update for some key indicators. In an effort to collect meaningful local data across grades and content areas in the face of high opt outs, the school implemented administration of NWEA MAP testing from 4th grade through 8th grade. Because NWEA has done a concordance between CCSS aligned assessments, one can make a comparison of NWEA RIT scores and cut scores for high stakes assessments. The concordance was done with PARCC scores, so a logical inference can be drawn between MAP scores and CMAS (ELA and Math) proficiency.

We are able to determine Priority Performance Challenges with a solid level of confidence based on MAP (4-8) and Acadience (K-3) data. MAP data suggest Priority Performance Challenges in Math for 4th-6th grades. Based on Acadience, K-3 Reading continues to be a Priority Performance Challenge. For this UIP, SVCMS elected to add a 3rd goal and to focus a goal on our middle school since the other grades already had a goal. MAP scores demonstrated that math was the area with the most room for improvement, in comparison to the other subject areas tested (reading, language usage and science).

SVCMS considers MAP a compatible assessment for providing achievement and growth data to aid its UIP process. At the same time, it is important to note that MAP is not a curriculum-based measure nor is it aligned to the Montessori scope and sequence. The math curriculum in particular varies in scope and sequence from that of the common core to which the MAP assessments are aligned. This means Montessori students may not abstract math concepts at the same time as their traditionally educated peers, which may result in lower MAP scores in math than in other areas.

Math placement in high school is an additional "measure" that the school considers as an indicator of our outcomes. Eight years of graduating classes have transitioned to high school, the super majority of which attend district high schools. 58% of our middle school graduates enroll in an advanced math class (Honors

Geometry or above) in 9th grade. This additional outcome measure indicates that, while the development of math skills may vary in timing, ultimately, SVCMS math outcomes provide excellent preparation for the future educational endeavors of our students.

Most Recent Performance: Spring 2023 MAP math scores indicate that targets set by the school in its last UIP were not met, and there is opportunity for improvement in several areas. Spring 2023 Acadience scores demonstrate that targets set by the school in its last UIP were met, yet there is still opportunity for improvement and certainly to return to the pre-pandemic results.

Trend Analysis: The team recognized that given the small enrollment of the school, scores may exaggerate population-based annual swings in performance that don't accurately reflect long-term trends.

Staff reviewed scores from MAP and Acadience, which revealed several Priority Performance Challenges. Priority Performance Challenges: Reading: K through 3rd Grade Reading indicated Read Plans were necessary for approximately 12% of students. Priority Performance Challenges: Math: 4th through 6th Grade (Upper Elementary) MAP scores indicated either a lack of proficiency among students or a single data point of proficiency. Staff determined 4th-6th grade Math remains a Priority Performance Challenge in order to develop and support a sustainable upward trend.

READ Act compliance reporting is also incorporated in this document. Progress was made, and the school met targets set in its last UIP for Reading Proficiency for K-3 students. Gains have been made in reducing the number of students SRD from Spring 2022 to Spring 2023 (from 15% SRD down to 12% SRD), yet we have not returned to pre-pandemic levels of 6% SRD. The school continues to strive to reduce the number of students with SRD on an annual basis across grades K-3. Since improvements have been made, we are encouraged that strategies put in place in the last UIP are affecting positive improvement, so we will continue with these strategies. Many of these strategies have become embedded practice, which means that we can add additional strategies; many of the other strategies have not been abandoned, rather as they are embedded practice and thus less of an intentional goal.

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

- Low participation in CMAS yielded results for only 5% of students in grades 3-8. We are cognizant that our small student sample size (N=6) affected the results. Given this small sample, we utilize results from NWEA Map Growth as an interim measure.

Participation in interim NWEA MAP Growth testing as well as K-3 Dibels 8 testing included 100% of students across grades and content areas. As a result of the high participation in these tests, the Leadership Team and SAC have confidence in their ability to determine meaningful Priority Performance Challenges for the school.

Three areas were identified as Priority Performance Challenges in this plan: Upper Elementary (4th-6th grade) Mathematics, Middle School (7th-8th grade) Mathematics, and K-3 Reading. When analyzing MAP results, we consider two measures. One is the percentage of students who are at or above grade level/age as compared to their peers nationally. MAP uses data from an extensive database of students who have taken the test nationwide. This means the criteria of what is "grade level" is based on peers and not an abstract idea of what a 5th grader "should" know. The other measure we can look at is growth. Growth refers to how much a student's score would be expected to increase (grow) over the school year. In other words, grade level answers the question of "Is the student achieving at the same grade level as their peers?"; growth answers the question, "did the student learn as much as we expected they would?"

Growth is an important measure, yet if a student does not meet growth, the measure does not tell us why a student may not have met growth. For example, we recognize that some of our students are performing well beyond grade level. Hypothetically, if a student in 6th grade has a math score at the 11th grade level (according to MAP's scale), then that student is already near maxing out the test, and therefore achieving 10 points of expected growth the next year is challenging.

Table 1: Percentage of Students at or Above Grade Level NWEA Map Growth, all subject areas Spring 2024

Grade	Math	Reading	Language	Science
4	47	77	80	87

5	26	79	79	84
6	56	79	94	94
7	53	86	74	84
8	60	80	90	90

Table 2: Percentage of Students at or Above Grade Level NWEA Map Growth, all subject areas Spring 2023

Grade	Math	Reading	Language	Science
4	57	86	76	86
5	40	90	65	85
6	42	89	89	89
7	55	95	80	90
8	85	92	100	100

Table 3: Percentage of Students who Met Projected Growth on NWEA Map Growth (2023 to 2024)*4th year math growth was calculated from Fall 2023-Spring 2024. 4th year growth measures for reading, language usage, and science are not available as spring 2024 was the first administration for 4th grade.

Grade	Math	Reading	Language	Science
4	38*	n/a	n/a	n/a
5	26	47	79	63
6	75	69	81	69
7	37	63	58	74
8	45	55	80	65

Table 4: Dibels 8 data was collected in Fall 2023, Winter 2024 and Spring 2024 to measure Significant Reading Deficiency rates in grades K-3. Previous targets were created based on Spring 2023 data, so those scores were used to create new targets. Spring 2022 data is included to show two-year trends. Over two years the percentage of K-3 students with an SRD decreased from 15% to 12% to 9%.

Grade	Spring 2022 % SRD	Spring 2023 % SRD	Fall 2023 % SRD	Winter 2024 % SRD	Spring 2024 % SRD
K	3	3	23	9	6

1st	33	14	6	3	6
2nd	19	27	14	13	8
3rd	4	8	20	31	16
Total	15	12	15	9	9

K-3 Literacy data collected in Winter 2020 (just prior to pandemic disruptions) indicated the program was on a path to meet the Spring 2020 target of less than 12% SRD. However, data (Acadience then Dibels 8) collected since then reveal a strong decline from that path, most significantly following the students who were in kindergarten Spring 2020. This reveals the impact of educational disruptions due to the pandemic on early readers. However, strong progress has been made in total with the continuing declining percentage of SRD from 12% to 9%; we will continue our path of decreasing percentage of SRD students.

Trend Analysis



Trend Direction: Increasing

Performance Indicator Target: Academic Achievement (Status)

K-3 Reading proficiency increased from prior years, yet has decreased since pre-pandemic levels of student SRD. The percentage of K-3 students SRD improved three percentage points, improving from 15% to 12% SRD from Spring 2022 to Spring 2023. This marks two consecutive years of a positive trend as SRD was 17% in 2021 which shows a 5% increase over two years.



Trend Direction: Decreasing

Performance Indicator Target: Academic Achievement (Status)

Upper Elementary (4th-6th) math proficiency declined. 47% of Upper Elementary students demonstrated grade level proficiency on NWEA MAP, a decrease from the 50% grade level proficiency the previous year. This is the second year of a decreasing trend as the 2021 percentage of students who demonstrated grade level proficiency on NWEA MAP was 53%. This is a notable trend as it is two years declining, however we recognize that the educational impacts of the pandemic were particularly acute in math and many students are still in skill recovery.



Trend Direction: Increasing

Performance Indicator Target: Academic Achievement (Status)

Middle School (7th and 8th grade) math proficiency improved from 2022 to 2023. In 2022 48% of Middle School students demonstrated grade level proficiency on NWEA MAP and in 2023 67% of Middle School students demonstrated grade level proficiency on NWEA MAP.

Additional Trend Information:

Although the Middle School math trend is increasing, we recognize that this increasing trend is skewed by a small total middle school population size (N=29) and one grade (8th grade at 85% at or above grade level) had exceptional numbers of proficiency throughout their tenure at SVCMS which makes the trend very specific to a small population. Also, we recognize that the educational impacts of the pandemic were particularly acute in math and many students are still in skill recovery.

Root Causes and Priority Performance Challenges



Priority Performance Challenge: K-3 Reading

K-3 Reading, particularly phonemic awareness and phonics at the K and 1st grade levels and phonics and fluency in the 2nd and 3rd grade levels, is a Priority Performance Challenge.

Area of Focus: Early literacy



Root Cause: Inconsistent Tier 1 Literacy Instruction

Inconsistent Tier 1 instruction, though improving, still exists across classrooms on phonemic awareness, phonics, and fluency at the Kindergarten through 3rd grade levels.

Root Cause Category: Instruction



Root Cause: Literacy Support Kindergarten

SVCMS has focused literacy resources on students in grades 1-3, yet student interventions and staff support have been inconsistent for Kindergarten students. The Lower Elementary Faculty and school Admin observed that the successful Lower Elementary literacy intervention program could also support the Kindergarten Faculty and students.

Root Cause Category: Intervention Systems



Priority Performance Challenge: Math Achievement at Upper Elementary (4-6)

Math Proficiency, particularly the areas of Computation and Problem Solving and Number Sense, was identified as a Priority Performance Challenge the Upper Elementary (4-6)

Area of Focus: Math



Root Cause: Inconsistent Tier 1 and Tier 2 Instruction during Morning Work Cycle

Schedule improvements continued and made room for increased math instructional time during morning work cycle time. While schedule constraints have been minimized, this remains a root cause to maximize Tier 1 and Tier 2 math instruction and support within the improved schedule. We continue to have a need for scheduled lessons in applied math including math word problems and support of fact practice.

Root Cause Category: Instruction



Root Cause: Inconsistent accountability

While daily math practice has improved, accountability for demonstration of mastery is needed. Systems of accountability include regular check-ins of work, practice sent home, embedded concept review, and a check for understanding at the beginning of each lesson. Additionally, students who are significantly well below grade level on math are placed on a math plan for additional support, progress monitoring, and collaboration with families.

Root Cause Category: Instruction



Root Cause: Lack of Foundational Skills

Many Upper Elementary (grades 4-6) students lack automaticity with multiplication facts. This lack of foundational skills impacts instruction in whole number operations with fractions and decimal fractions.

Root Cause Category: Intervention Systems



Priority Performance Challenge: Math Achievement at Middle School Level (7-8)

Math proficiency at the middle level (7-8) is a performance challenge.

Area of Focus: Math growth



Root Cause: Neural Pruning of Foundational Arithmetic Skills

Neural pruning (or synaptic pruning) is a process that occurs during adolescence when the brain removes unused connections to make room for new ones and improve efficiency. This is noticeable with arithmetic math skills that have not been practiced since elementary years.

Root Cause Category: Curriculum



Root Cause: Middle School Schedule not Supporting Optimum Instructional Time

The previous Middle School schedule focused on Montessori occupation work in the mornings and the academic groups and lessons (specifically math) were held in the afternoon. Also, movement (PE) was student-led and independent.

Root Cause Category: Infrastructure (data, systems, identification)

Magnitude of Performance Challenges and Rationale for Selection:



Priority Performance Challenge #1 is a lack of phonemic awareness, phonics, and reading fluency among Kindergarten through 3rd grade students. The rationale for this PPC is that students in Kindergarten through 3rd grade must learn to read in the lower grades in order to read to learn in the Upper Elementary and Middle School levels. Reading is a foundational skill and provides access to all content areas for the student's future learning. If children struggle with reading when in their primary grades, they are more likely to struggle in upper grades and beyond. Given the strength of Tier 1 Montessori reading instruction when done with fidelity, the school believes this area should be a priority until there are no students with SRD and 100% of students in K-3 are proficient readers. SVCMS has seen significant improvement in early literacy acquisition moving out of the educational disruptions due to the global pandemic between the years of 2020-2022, and yet there is still room for improvement.

Priority Performance Challenge #2 is a lack of proficiency in Math among Upper Elementary (4th to 6th grade) students. The rationale for this PPC is that students require mastery of a broad range of elementary math skills to access more advanced math concepts in secondary school and beyond. The Montessori math materials, when used with fidelity, are proven to provide a strong math foundation for students to be ready for the introduction of Algebra in 7th grade. Strong math outcomes in 4th-6th grades are essential to the school's ability to prepare students for secondary math studies. SVCMS recognizes that educational disruptions due to the global pandemic were particularly acute in math for students who were in the end of Lower Elementary (ie 3rd grade) from 2020-2022.

Upper Elementary MAP math % of students at grade level proficiency

2021-2023

Grade	2021	2022	2023
4th	43	48	57
5th	57	38	40
6th	92	68	42
Total	53	50	47

Priority Performance Challenge #3 is Middle School math proficiency. This PPC focuses on middle school even though the percentage of students at grade level has increased over a three-year period for two main reasons. First, SVCMS recognizes that our small student population size (36 students in 2021, 31 students in 2022 and 33 students in 2023) means that specific cohorts can create large swings in overall population metrics. Moreover, there were two cohorts whose math achievement scores were atypically low in one case (with 30 % proficient one year and 23% proficient the next), and atypically high in the other cohort (with 77% proficient one year and 85% proficient the next). The lower achieving cohort graduated our school in 2022 and thus the 2023 average scores show an almost 20 point growth. The higher achieving cohort graduated in 2023, and thus we anticipate that the current group of students will not reach achievement levels in the 77-85% range. In other words, despite the 19 point increase from 2022-2023 (and 25 points from 2021-2023), math is a priority performance challenge as we recognize that these scores are somewhat of an anomaly due to our small population. The second reason math is a Priority Performance Challenge is that in relation to the other areas (reading, language usage and science) assessed by NWEA Map Growth, math is the lowest performing subject area in relation to these other subject areas.

Middle School MAP math % of students at grade level proficiency

2021-2023

Grade	2021	2022	2023
7th	30	77	55
8th	58	23	85
Total	42	48	67

Magnitude of Root Causes and Rationale for Selection:



Priority Performance Challenge: K-3 Reading Reading, particularly phonemic awareness and phonics in K and 1st grade and increased focus of phonics and fluency instruction at the 2nd and 3rd grade level is a Priority Performance Challenge.

Priority Performance Challenge #1 is a lack of phonemic awareness, phonics, and reading fluency among Kindergarten through 3rd grade students. The rationale for this PPC is that students in Kindergarten through 3rd grade must learn to read in the lower grades in order to read to learn in the Upper Elementary and Middle School levels. Reading is a foundational skill and provides access to all content areas for the student's future learning. If children struggle with reading when in their primary grades, they are more likely to struggle in upper grades and beyond. Given the strength of Tier 1 Montessori reading instruction when done with fidelity, the school believes this area should be a priority until there are no students with SRD and 100% of students in K-3 are proficient readers.

Root Cause Verification of PPC #1:

Review of reading data measures and instructional practices suggests that K-2 students reading at or below grade level would continue to benefit from increased Tier I and Tier II instruction on phonemic awareness and phonics skills. Additionally, those 2nd and 3rd grade students reading at or below grade level would continue to benefit from increased Tier I and Tier II instruction on phonics skills and fluency. The area of deficiency in reading scores continues to reflect a gap in all of these early reading skills.

Priority Performance Challenge #2 is a lack of proficiency in Math among Upper Elementary (4th to 6th grade) students. The rationale for this PPC is that students require mastery of a broad range of elementary math skills to access more advanced math concepts in secondary school and beyond. The Montessori math materials, when used with fidelity, are proven to provide a strong math foundation for students to be ready for the introduction of Algebra in 7th grade. Strong math outcomes in 4th-6th grades are essential to the school's ability to prepare students for secondary math studies.

Root Cause Verification of PPC #2:

Review of MAP Data and instructional practices identified that students would benefit from increased frequency and fidelity of mathematics instruction. Inconsistency in implementation of curriculum and uneven concept prioritization of math instruction were determined to have impacted scope of instruction, particularly within the content areas of number sense and computation.

Priority Performance Challenge #3 is a lack of proficiency in Math among Middle School (7th and 8th grade) students. The rationale for this PPC is that students require mastery of middle school math to access more advanced concepts and curriculum in high school. Concrete Montessori math materials engage middle school students to explore increasingly complex math concepts and functions, while navigating towards abstract math skills which will be needed in high school math courses.

Root Cause Verification of PPC #3:

Review of MAP Data identified that students would benefit from ability grouping, increased frequency and fidelity of math instruction. Additionally, middle school students and families may be unaware of the pathways in high school math and identifying a pathway of middle school math mastery as a foundation for high school courses.

Action and Progress Monitoring Plans

Major Improvement Strategy and Action Plan



Data-Informed Decision Making

Describe what will success look like: 50% of students in Upper Elementary (4th-6th grade) will be proficient in Math.

Describe the research/evidence base supporting the strategy: Montessori Method Research Basis

Strategy Category: Continuous Improvement

Associated Root Causes:

Inconsistent Tier 1 Literacy Instruction:



Inconsistent Tier 1 instruction, though improving, still exists across classrooms on phonemic awareness, phonics, and fluency at the Kindergarten through 3rd grade levels.



Literacy Support Kindergarten:

SVCMS has focused literacy resources on students in grades 1-3, yet student interventions and staff support have been inconsistent for Kindergarten students. The Lower Elementary Faculty and school Admin observed that the successful Lower Elementary literacy intervention program could also support the Kindergarten Faculty and students.



Lack of Foundational Skills:

Many Upper Elementary (grades 4-6) students lack automaticity with multiplication facts. This lack of foundational skills impacts instruction in whole number operations with fractions and decimal fractions.



Neural Pruning of Foundational Arithmetic Skills:

Neural pruning (or synaptic pruning) is a process that occurs during adolescence when the brain removes unused connections to make room for new ones and improve efficiency. This is noticeable with arithmetic math skills that have not been practiced since elementary years.



Middle School Schedule not Supporting Optimum Instructional Time:

The previous Middle School schedule focused on Montessori occupation work in the mornings and the academic groups and lessons (specifically math) were held in the afternoon. Also, movement (PE) was student-led and independent.



Middle School Schedule not Supporting Optimum Instructional Time:

The previous Middle School schedule focused on Montessori occupation work in the mornings and the academic groups and lessons (specifically math) were held in the afternoon. Also, movement (PE) was student-led and independent.

Implementation Benchmarks Associated with Major Improvement Strategy

Start/End/

IB Name	Description	Repeats	Key Personnel	Status	
	Decrease in the % of students with a Significant Reading Deficiency in grades K-		Literacy Interventionist, Assessment Coordinator, Program Coordinator		
	Increase frequency of progress monitoring		Upper Elementary Faculty; Head of School		
	Increased Arithmetic Review		Middle School Math Faculty		
	MAP Math Achievement Scores	UE students will be assessed twice yearly (fall and spring) using the NWEA MAP Math test in the fall and spring	09/05/2023 05/16/2025 Quarterly	UE Faculty and Middle School Math Faculty, Assessment Coordinator	In Progress

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status

		09/06/2023 05/23/2025		Literacy Interventionist	
a05PU000002yscH					
		10/19/2023 05/16/2025		UE Faculty, UE level Leader, Head of School	
a05PU000002yuEI					
	Professional Development	Professional Development Training for all Upper Elementary instructional staff on "Math Fact Repetition Through Variety Training" delivered by Montessori Master Trainer, Besty Lockart	08/06/2024 05/23/2025	Montessori Master Trainer Faculty time	UE Faculty Trainer Head of School In Progress
			09/04/2024 05/22/2026		UE Faculty, UE Level Leader
a05PU000002yscI					
			09/05/2024 05/22/2026		UE Faculty, UE Level Leader
a05PU000002yscJ					
	Continue embedded math practice opportunities	Learning opportunities for applied math that were put on hold during the pandemic continue reinstatement. Specifically these are the student-run store Global Explorium and the Citizen Science program	09/17/2024 05/24/2024	Faculty Time Resources and curriculum developed pre-pandemic	Assessment Coordinator, UE and MS staff In Progress
			09/20/2024 05/23/2025		Middle School math faculty
a05PU000002yscK					



Increase Tier 2
Support and
Consistency of
Implementation

Initiate creation of Math Plans for UE students who score under 30th %ile on NWEA Map math assessment. These plans will include a student goal, plan for frequency and content of math interventions, progress monitoring and communication with families.

10/04/2024
05/23/2025

SVCMS created
math plan
documentation
Montessori math
scope and
sequence
Transparent
Classroom

Literacy
Interventionist

In Progress

Progress Monitoring: Student Target Setting



Priority Performance Challenge : K-3 Reading



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS:

ANNUAL
PERFORMANCE
TARGETS

2024-2025: By Spring 2025, 94% of K-3 students will read at grade level and the percentage of K-3 students with a SRD will be reduced to 6%.

2025-2026:

INTERIM MEASURES FOR 2024-2025:

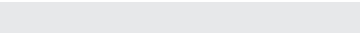


Priority Performance Challenge : Math Achievement at Upper Elementary (4-6)



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M



ANNUAL
PERFORMANCE
TARGETS

2024-2025: By Spring 2025, 47% of Upper Elementary (4th-6th grade) students will be proficient or above in Math.

2025-2026:

INTERIM MEASURES FOR 2024-2025:



Priority Performance Challenge : Math Achievement at Middle School Level (7-8)



PERFORMANCE INDICATOR:

MEASURES / METRICS:

ANNUAL
PERFORMANCE
TARGETS

2024-2025: 58% of Middle School Students (Grades 7 and 8) will be proficient in math

2025-2026:

INTERIM MEASURES FOR 2024-2025:

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: scale score on Colorado's standardized assessments. This Indicator includes results from CMAS, COAlt (ELA, Math and Science), and PSAT.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects normative growth comparing the academic progress of the students in this school compared to that of other students statewide with a similar CMAS, PSAT, and SAT score history in that subject area as well as English language proficiency growth metrics from the ACCESS assessment.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or the workforce upon graduation. This Indicator reflects student graduation rates, dropout rates, matriculation rates and average Colorado SAT composite scores.

Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

Exhibit G

Educational Program Characteristics

We offer an authentic Montessori education that fosters whole-child development by creating joyful classroom environments true to the research-based educational philosophy developed by Dr. Maria Montessori.

Academic Programs within SVCMS:

- Children's House (ages 3-6) -- Preschool & Kindergarten
- Lower Elementary (ages 6-9) -- 1st, 2nd, & 3rd Years
- Upper Elementary (ages 9-12) -- 4th, 5th, & 6th Years
- Middle School (ages 12-14) -- 7th & 8th Years

From preschool through middle school, our highly qualified and experienced guides act as facilitators of student learning. They are dedicated to putting fundamental Montessori concepts into practice. Guides provide small group and individual lessons as other students work independently on their own pursuits within the classroom.

“The child is capable of developing and giving us tangible proof of the possibility of a better humanity. He has shown us the true process of construction of the human being. We have seen children totally change as they acquire a love for things and as their sense of order, discipline, and self-control develops within them... The child is both a hope and a promise for mankind.” --Dr. Maria Montessori, *Education & Peace*

Students are placed into mixed-age classrooms for three years according to Montessori's Planes of Development, allowing them to interact socially, learn from and teach each other, and develop strong relationships with their peers and guides. They enjoy an uninterrupted three-hour work cycle every day during which they receive lessons or complete independent work via beautiful, inspiring Montessori materials. Our responsive programs allow each student to progress at their own pace while developing the cognitive, social, emotional, and physical skills that form the basis for all that follows in both school and life. In addition to the traditional academic subjects, Art, Movement (P.E.), and Peace are integrated into each classroom's curriculum.

Children's House

Ages 3-6; Preschool & Kindergarten

Our Children's House program is a caring community designed to nurture young children to become self-confident and curious learners who value themselves, others, and the world around them.

Dr. Maria Montessori viewed the First Plane of Development (ages 0-6) as a time when a child is creating themselves as an individual. This tremendous task occurs through constant absorption of the world around them. Young children need beautiful, safe, and ordered surroundings where they feel protected and loved. They learn best during extended periods of concentration in an environment where they perform concrete tasks, experience the real world around them, and feel encouraged to learn. Children of this age are internally driven by phases of intense interest or “sensitive periods” to learning a particular skill or concept.

The SVCMS Children’s House environment meets young childrens' needs with beautiful, orderly classrooms, and a full range of Montessori materials. These materials, arranged invitingly on low shelves, are engaging and responsive to children between the ages of 3 to 6. All of the furniture is child-sized, and all of the materials are scaled to fit the physical dimensions of a young child’s body.

Every day, children are able to fully engage in work within a three-hour, uninterrupted work-cycle. They choose work themselves, giving them the opportunity to fulfill their own curiosities and interests in the classroom. They also receive robust lessons from Montessori-credentialed guides.

The Montessori method of instruction uses a three-period lesson format which introduces new concepts to broaden a student’s understanding of the materials and the environment. The first period is a lesson presented by a guide who clearly, concisely, and gracefully shows the student the concept. During the second period, the child practices with the materials alone or with a peer, conferring with the guide as needed. In the third period, the child achieves conceptual and practical independence as they internalize the concept and demonstrate mastery.

To further deepen their learning, the mixed-age Montessori community provides unique learning and leadership opportunities for all children. Kindergartners practice being leaders as they model for the younger children; they start the school year before the pre-kindergartners to train to be role models. They also solidify their knowledge by sharing their work with younger students.

Meanwhile, younger children have the opportunity to see what learning lies ahead by observing the older children. They look up to their Kindergarten peers and look forward to Kindergarten work. When they finally arrive in Kindergarten, they are excited to learn these skills. In this way, the Montessori mixed-age classroom promotes intrinsic motivation to learn.

In addition to the robust academic curriculum, our program has a strong focus on Peace Education, which encompasses a set of skills to help children better the world in which they live. Peace lessons include topics such as conflict resolution, emotional regulation, and environmental awareness. Students are encouraged to respect one another and their work and to use their peace lessons to resolve conflicts. In addition, they are introduced to a global view of life, learning about people around the world through cultural and geography lessons.

Guides in the Children's House program are kind, knowledgeable, and careful observers of the needs of each child in the classroom. They establish a physical environment that is orderly, precise, and attractive, and know when to present new lessons when a child is most ready for them. Additionally, they establish a psychological environment that is encouraging and supportive of purposeful activity. Their goal is to guide each student towards a freedom within limits, allowing them to pursue their own interests while learning to respect the needs of others.

Lower Elementary

Ages 6-9; 1st, 2nd, & 3rd Grade

Our Lower Elementary program is designed to develop within each student a global vision and sense of gratitude for the universe; to cultivate their independent learning; and to support the construction of their social self.

Many Montessori characteristics carry on from Children's House. For example, the three-year mixed-age classrooms provide ample opportunities for mentorship between students. In addition, during the uninterrupted three-hour work cycle each morning, every student has the time to delve into their interests and to do their "good work." However, the environment is adjusted to meet the developmental needs of this specific age group.

Dr. Maria Montessori observed 6-9-year-old children's eagerness to understand themselves, their world, and their place in it. At this developmental stage, the student wants to know about the entire universe and their place in it. Instead of asking "what is it?" they ask "why is it?" The social, inquisitive, and joyful environment of the Lower Elementary communities opens the students' eyes to the universe and the context their own lives have in the world.

Our program is rooted in Cosmic Education, which is, in essence, the story of the continuing creation of the universe. This unique curriculum is bold, exciting, and designed to awaken a child's imagination and curiosity about the universe.

Cosmic Education is grounded in the Great Lessons, which are presented annually so children absorb them anew at each stage of their learning. These lessons are designed to inspire children's imaginations and encourage them to explore the "big work" that demonstrates the interconnectedness of all things. That is, each Great Lesson provides a "big picture" to demonstrate how the sciences, art, history, language, and geography are interrelated.

Through these lessons, children explore how the universe evolved over billions of years and how human progress has developed. These lessons satisfy a student's developing awareness of the larger community, offering them a glimpse of human history during a developmental period when they are concerned with their burgeoning independent and social selves.

The Lower Elementary curriculum offers students the context for, and real connections between, language, mathematics, geometry, zoology, botany, history, political geography, and peace, just to name a few. For example, a student may spend time engaged in creating a political map of South America, while also researching the animals that live there. At the same time, the child might be learning about why it is warmer at the equator and how people living in warmer climates adapt to meet their fundamental human needs. The curriculum also offers a robust literacy program rooted in the science of reading and designed to help students become strong, curious readers.

Additionally, Lower Elementary students are becoming more aware of wider social experiences and have a heightened awareness of right and wrong. As their consciences are developing, it is an important time for them to discover justice and their moral responsibilities. Our extensive peace curriculum assists them in understanding their own emotions to work towards inner peace, as well as how to resolve conflict for social peace.

Guides in the Lower Elementary program are supportive Montessorians who understand deeply the academic, social, and emotional needs of students during this time in their development. They engage fully with the students in dynamic relationships which encourage inquiry and discussion.

These guides establish a safe environment that is supportive of purposeful activity and they encourage each student towards a freedom within limits that allow them to pursue their own interests while learning to respect the needs of others. They support the blossoming of the students' social natures and the mastery of their academic skills in small and large group lessons every day.

Upper Elementary **Ages 9-12; 4th, 5th & 6th Grade**

Our Upper Elementary program is designed to support each student's profound curiosity and thirst for knowledge, while encouraging social interaction and group work to foster their growing capacities for abstraction and developing independence.

Between the ages of 9-12, students seek to move beyond their fundamental knowledge and look for connections, cause and effect, and patterns in their learning and understanding of the world. They are ready to both think hypothetically and to engage with the world on a moral level. In order to support their strong abilities for both imagination and abstraction, Cosmic Education continues through the Five Great Lessons at a pace that supports student mastery of subject materials while allowing them to more fully explore these areas.

Upper Elementary students also plan and work towards developing skills they can use for various purposes, either by earning microscope licenses or tailoring their culminating projects to a particular interest. The joyful, dynamic classrooms of Upper Elementary are safe and

supportive environments where students are encouraged to make choices and to stretch themselves in order to grow into confident, independent, and productive citizens of the world.

Each day, guides give small group lessons in mathematics and language, including grammar, spelling, and literature during the uninterrupted morning work cycle. In the afternoon, rotations allow for in-depth group lessons in writing, applied math, science, culture, movement, art, and peace.

Advisory meetings allow guides to further support students in their growing independence. During “advisories,” students and guides discuss and set academic goals and celebrate their accomplishments. Students also use planners to map both their daily work and long-term projects, as well as keep records in order to track their progress. They check the accuracy of their work with controls, resolve their own errors, and determine, with support from their guides, whether they are ready to progress or need additional support in a given area before moving on.

The three-period lesson model continues to foster internalization of concepts. The first lesson aims to spark the imagination. Then, the second period embraces the student’s social needs and often involves intense peer discussions and projects. Finally, they share in the third period using presentations, projects, or other methods that embrace their unique strengths. Each year of Upper Elementary ends with a culminating project designed to help students synthesize their knowledge while pursuing their passions.

Guides in the Upper Elementary program have a broad knowledge base, as they hold Montessori credentials for both Lower and Upper Elementary. This allows for curriculum continuity across the Second Plane of Development. Upper Elementary guides foster each student’s need for intellectual independence, creative thought, and interest in justice and morality. They encourage and enjoy the students’ strong social instincts to work and play in groups, while gently supporting their social and moral development in all aspects of the curriculum.

Middle School

Ages 12-14; 7th & 8th Grade

Our Middle School program is designed to nurture and encourage the growing independence of adolescent students and to instill in them the “noble confidence” they will need to meet life’s many challenges.

Dr. Maria Montessori outlined the Third Plane of Development, or Adolescence (ages 12-18), as a time when students are undergoing great physical, mental, and emotional changes; when they are primarily socially motivated; and when friendships can often seem more important than family. She noted that students are also hungry to work on the land at real, authentic tasks, calling them “Erdkinder” or “land children.”

To fulfill this need, the Middle School classroom offers “Occupations” within the larger middle

school curriculum. Occupations combine academic coursework with real work of the hands that looks very much like a vocation or a job. For example, through the student-managed aquaponics system, our students learn about the interdependent relationships between plants, bacteria, animals, and water via lessons on the nitrogen cycle. At the same time, they practice real-world cultivation and husbandry skills. Occupations allow students to receive direct instruction in agriculture, the fine arts, and event planning from experts in those fields. Because the work is hands-on, mastery is evident in the success of the task; when students successfully practice a skill, they learn about their own capabilities.

Middle school students receive three-period lessons in new concepts during the morning work cycle as well as during their afternoon Occupations. These lessons include direct lessons, follow-up practice, and demonstration of mastery. During the morning work cycle, students receive direct instruction in mathematics, language, writing, seminar, history, and peace. Meanwhile, literature is integrated into Occupation studies, as are lessons in the sciences, human geography, and history.

The products of student labor in the Occupations help form a class micro-economy where they learn to manage money and make business decisions while applying math skills. Agro-ecology is a major Occupation focus; in addition to being the vehicle for much of the science curriculum, it provides an ongoing produce market that fuels the micro-economy. Other Occupations use artistic output and planned events (such as performances) to generate revenue as well.

Students then manage their revenue and expenses. They propose and vote on decisions concerning finances, purchases, advertising, and sales in their community meetings. In this way, they take full ownership of their practical life skills and learning opportunities.

The healthy, nurturing, academic environment of the Middle School community at SVCMS supports the adolescent student in learning and practicing real work from experts in their fields and contributing to their community. This integrated mode of study helps adolescents to understand the importance of each subject area and prepares them to engage in high school and beyond. Additionally, the peace curriculum at this level stresses tools for inner peace and interpersonal peace as the students work closely together on large-scale projects. Students experience a great deal of independence surrounding the organization of their time and modes for responding to projects in both components of the program.

Guides in the Middle School program are experts in diverse fields and Montessorians with a passion for adolescent development. They thoroughly understand the academic, social, and emotional needs of students during this time. They not only act as role models of adult behavior, exemplifying patient, unconditional support of each student, but also genuinely enjoy spending time with the students. Middle School guides see this period of development as the bridge between childhood and adulthood. The students are given ample opportunities to learn through their own choices, mistakes, and successes in a supportive and nurturing environment with compassionate guidance from adults.

Exhibit H

Plan for English Language Learners

SVCMS will serve students with limited English proficiency in accordance with all applicable Federal Laws and Regulations and in compliance with C.R.S. § 22-24-105. SVCMS will adhere to the following with regard to these students:

1. Upon enrollment into the school, all students will receive a Home Language Survey of languages spoken in the home.
2. Based on information from the Home Language Survey students with an influence of a language other than/in addition to English are given the state English language proficiency screener to determine their level of English proficiency. Students who meet the criteria for EL eligibility are identified as EL students, enrolled in ELD programming, and a letter is sent home to the family to inform them of their eligibility for ELD services.
3. All ELL students will be offered the ACCESS (Assessing Comprehension and Communication in English State-to-State) Test in January of each school year. The ACCESS Test will help SVCMS track individual student progress in language proficiency over time and determine optimal instruction support for each ELL student.
4. Educational Programs will be responsive to students' specific needs and in compliance with state and federal guidelines.

SVCMS will report the number of ELL students attending the school to the District and the state.

Students with Limited English Proficiency (LEPs) and Non-English Proficiency (NEPs) will be included in their mixed-age, Montessori classrooms. In addition to the comprehensive Montessori scope and sequence, SVCMS will provide all NEP and LEP (1-3) students with supplemental direct English Language instruction.

ELL instruction will be provided by highly qualified teachers. SVCMS will also train guides on Sheltered Instruction and how it crosswalks to Montessori methods of education.

[SVVSD ELD Page for reference](#)

Exhibit I - Due Process Checklist

	Task
1	Student Demographics Print information from IC
2	Timeline of events (Summary) Provided by building administration
3	School Work Support Plan Copies of homework gathered from teachers that was given to the student
4	Expulsion Hearing Letter Legal Counsel generates this letter
5	Board policy /state statute violations Copy Board Policies from the website
6	Student discipline records Print information from IC
7	IEP records * Yes No If yes, Manifestation Determination Review Yes No 504 records Yes No Is the student being evaluated for IEP Yes No Is the student being evaluated for 504 Yes No Circle yes or no
8	Attendance records Print copy of attendance record from IC
9	Police reports Ask SRO/Police for a copy of the report asap
10	Due process paperwork (with signature from parent or email verification) Print ad hoc report from IC - "Record of Disciplinary Incident"
11	Any additional legal letters sent to the parent Extending suspension or rescheduled hearing
12	Habitual Disruptor History and Plan* Include if school has drawn up a plan
13	Teacher's statements* Teacher's written description of incident with signature
14	Witness statements* Witnesses written statements with signature
15	Student statement Student's written statement with signature
16	Photos and or video surveillance* Pictures that may have been taken showing evidence
17	Social media postings, school work containing threatening content* Include screen shots of social media postings or copies of school work
18	Correspondences with parent/guardian, i.e., emails, phone calls Documented phone calls and emails between administrators and parent/guardian

* If there is no information, please include a sheet stating "There were no [\(fill in the blank\)](#)"

EXHIBIT J
Additional Services Agreement
St. Vrain Community Montessori

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2024-2025 school year.

Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

District Technology Services				
Required Services Pursuant to Section 10.4		FY25		
Required Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Infinite Campus License	228	\$ 13.82		\$ 3,150.96
PowerSchool Unified Insights		4.07		927.96
PowerSchool Performance Matters		6.53		1,488.84
PowerSchool Special Programs (SPED IEP system)		2.87		654.36
Classlink		2.84		647.52
Microsoft Azure Authentication and MultiFactor Authentication	5		\$ 59.98	299.90
Personnel Costs (IC, Unified Insights, ClassLink, etc.)		16.56		3,775.68
Total				\$ 10,945.22
Optional Services				
Optional Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Google Workspace for Education Plus (Required for TPCA)	0	\$ 3.70		-
Meet the Teacher (Aspen Ridge, Flagstaff, Montessori, Twin Peaks only)*				494.21
Webex (TPCA only)	0		\$ 90.04	-
Total				\$ 494.21
Human Resources				
RedRover & Applitrack (Frontline)	RedRover Use (1 or 0)	Annual Cost	Total Cost	
RedRover License (may not be available)	0	\$ 1,500.00	\$	-
Total			\$	-
Warehouse				
Delivery Service	Delivery Service (1 or 0)	Annual Cost	Total Cost	
Delivery Service	1	\$ 1,000.00	\$	1,000.00
Total			\$	1,000.00
Total Exhibit J Service/License Costs:			\$	12,439.43

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

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

Ad Hoc - As Requested Basis

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

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

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

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

Student Services:

- Hearing and Vision Screenings for Schools under 400 Students: \$300 for initial screening; \$105 for rechecks
- Hearing and Vision Screenings for Schools over 400 Students: \$600 for initial screening; \$210 for rechecks
- Truancy Filings (\$55/hour)

State Categorical Aid:

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

Federal Categorical Aid:

- **Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.**

- **Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:**

- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs
- MTSS/PBIS Support
- Classroom Management
- Partners in Education (PIE) Master's Program Coaching
- New Teacher Induction/What I Didn't Learn in College
- New Administrator Induction
- Teacher Mentor Training

Financial Services:

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

Acknowledged by:

Name

Title

Signature

Date

EXHIBIT K TRANSPORTATION PLAN AGREEMENT, INDEMNIFICATION AND RELEASE

MEMORANDUM

DATE: April 23, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Twin Peaks Classical Academy Contract Renewal
Strategic Priority - Portfolio of 21st-Century Instructional Focus Schools
and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the 2025-2030 contract with Twin Peaks Classical Academy.

BACKGROUND

The District negotiated and renewed a standardized five year contract document with the charter schools. All charter school contracts were discussed at the April 9, 2025 Board Meeting and are presented individually for approval.

**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
TWIN PEAKS CHARTER ACADEMY**

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**CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
TWIN PEAKS CHARTER ACADEMY**

This Contract is made and entered on July 01, 2025 (“Effective Date”) by and between the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a public school district, hereafter referred to as the “District” and **TWIN PEAKS CHARATER ACADEMY.**, 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, 2025, 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 Twin Peaks Charter Academy

Charter Board shall mean the Twin Peaks Charter Academy 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 23, 1996.

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, dated 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, 2025 for a five-year period, terminating on June 30, 2030. 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, 2030 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, 2031 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 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. By law, extensions of the contract pursuant to this paragraph also extend the term of the waivers granted in connection with the contract. 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 twelfth 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 or 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.

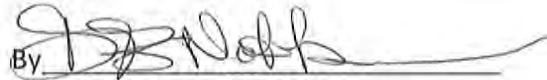
13.7. No waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract will constitute a waiver of any other breach.

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.

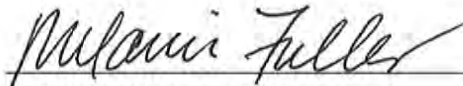
TWIN PEAKS CLASSICAL ACADEMY
340 S. Sunset St.
Longmont, CO 80501

By 

~~Matt Menza, President~~
Board of Directors

DEVEN NOTEBOOM, ACTING PRESIDENT

ATTEST:



Melanie Fuller, 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



Twin Peaks Classical Academy Policy Manual

The Board of Directors

- **DIRECTS** the future by defining and refining what the organization should accomplish, who it should serve and what ideals are to be maintained.
- **PROTECTS** the organization by creating and monitoring boundaries in operational areas.
- **ENABLES** the work of the organization by advocating for work through existing relationships and those they can create in the future, turning those relationships into resource development relationships and being disciplined in their role.

The Executive Director

- **LEADS** the organization into the future by providing visionary leadership to their staff and creating short and long term plans for accomplishing the direction established by the BoD.
- **MANAGES** the organization in these same operational areas to ensure the work of the organization is accomplished and stays in compliance with the board's protective boundaries.
- **ACCOMPLISHES** the work of the organization in line with the board's direction and in compliance with the board's protection.

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: TPCA 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. TPCA 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 TPCA's Leadership Team.

Replacement Plan: Employee Handbook

Duration of Waivers: Permanent.

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

How the Impact of the Waivers Will be Evaluated: TPCA will conduct formal annual teacher evaluations, with the Executive Director, Board and certain parents 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 and/or the awarding of performance based bonuses.

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 TPCA may wish, in certain limited circumstances, to employ qualified, non-licensed personnel. However, it is the express intention of the TPCA 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 TPCA 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 TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

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

Expected Outcome: TPCA 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 TPCA will establish its own employment contracts, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA 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 TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.	
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 TPCA.	
Expected Outcome: The above policies have been adopted and followed. Each of the Academy's teachers and Administrators has entered into an individual contract.	

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 TPCA will establish its own employment contracts, including the ability to enter into and void employment contracts. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA 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 TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.		
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 TPCA.		
Expected Outcome: The above policies have been adopted and followed. Each of the Academy’s teachers and Administrators has entered into an individual contract.		

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 TPCA will include in its curriculum TPCA 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 TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.	
Replacement Plan: TPCA follows all applicable laws regarding Controlled Substances and Substance Abuse.	
Duration of Waivers: Permanent	
Financial Impact: The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.	
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 TPCA 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 Twin Peaks Charter Academy (TPCA) intends to adopt its own policies for the appropriate administration of the Academy. Exceptions to this waiver shall be District policies not specifically waived, or where the charter Contract would control. The TPCA Board believes this waiver to be consistent with the provisions and intent of the Colorado Charter School Act.

Replacement Plan: TPCA Governance Manual & TPCA Policy Manual

Duration of Waivers: Permanent

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

How the Impact of the Waivers Will be Evaluated: The TPCA Board hires its own qualified Executive Director, employing criteria specified in its Contract with the District. TPCA, in consultation with its Executive Director, 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 TPCA Board, Committees, and Executive Director have joined together to write replacements for all waived policies. A complete copy of all replacement policies has been provided to SVVSD and is included in the Appendix of this waiver request.

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 TPCA has determined its own school calendar, using the District's calendar as a model, and conforming to it whenever possible. TPCA 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 TPCA 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) TPCA Calendar is published on the website.	
Duration of Waivers: Permanent	
Financial Impact: The TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.	
How the Impact of the Waivers Will be Evaluated: By establishing a separate school calendar, TPCA anticipates an increase in the number of hours spent in the classroom, as compared to the SVVSD. The Academy will typically observe the same holiday and weather related school closings as the rest of the District. The Academy reserves the right to determine its own in service scheduling, which will vary from the District's schedule. TPCA 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 TPCA school calendar is T-IC/ICA which 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 Twin Peaks Charter Academy 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: Twin Peaks Charter Academy 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 TPCA Board anticipates that permitting the requested waiver will result in no financial impact upon either the District or the Academy.

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

Expected Outcome: The waiver enables TPCA to faithfully execute its mission as presented in the contract between TPCA 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: TPCA 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: TPCA 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. Twin Peaks has a Kindergarten program utilizing the Core Knowledge curriculum in addition to the Common Core/State Standards.

Duration of Waivers: Permanent

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

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: TPCA 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	TCPA	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			Title IX	New
AC-R-1 (Option 2)	Nondiscrimination/Equal Opportunity (Complaint and Compliance Process) - Superintendent employee			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	Gifting, Awards, Honorariums and Sponsorships				
BCAA-E	Giftings, Awards, Honorariums and Sponsorships Guidelines – Exhibit				
BCB	School Board Member Conflict of Interest		X		
BDA	Board Organizational Meeting				

BDB	Board Officers				
BDF	Advisory Committees		X		
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		X		
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		X		
BEDH-R	Public Participation at School Board Meetings – Regulation				
BEDJ	Media Coverage of Board Meetings				
BG	School Board Policy Process		X		
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		X		
CC-E	St. Vrain Administrative Organizational Chart – Exhibit				
CCB	Line and Staff Relations				
CH	Policy Implementation		X		
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		X		
DBD	Determination of Budget Priorities		X		
DBG	Budget Adoption				
DBG-E-1	Deadlines in Budgeting Process Set by Statute – Exhibit				
DBK*	Fiscal Emergencies				
DD	Grants Management		X		
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		X		
DH	Bonded Employees and Officers				
DI	Fiscal Accounting				
DIE	Annual Audit				
DJ/DJA	Purchasing/Purchasing Authority		X		
DJB*	Federal Procurement		X		
DJB*-R	Federal Procurement – Regulation		X		
DJCA*	Purchasing Procedures				
DJCA*-R	Purchasing Procedures – Regulation				
DJE	Procurement Procedures		X		
DJG	Vendor Relations				
DKC	Expense Authorization/Reimbursement		X		
DLB	Retirement Plans				
DLB-R	Retirement Plans – Regulation				
DN	School Properties Disposition		X		
DN-R	School Properties Disposition – Regulation		X		
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		Reopening Schools	
ECA/ECAB	Security/Access to Buildings		X		
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			
EEAEA	School Transportation Vehicle Operator Requirements and Training	X			
EEAEAA*	Drug and Alcohol Testing for CDL Drivers	X			
EEAEAA*-R	Drug and Alcohol Testing for CDL Drivers – Regulation	X			
EEAEF*	Video Cameras on Transportation Vehicles	X			
EEAEG*	Use of Wireless Communication Devices by School Transportation Vehicle Operator	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)		X		
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		X, EFA		
EFEA*	Nutritious Food Choices				
EGAD	Copyright Compliance				
EGAEA	Electronic Communication		X		
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			
FA-R	Facilities Development Goals/Priority Objectives – Regulation	X			
FB	Facilities Planning	X			
FB-R	Long-Range Facilities Planning Committee – Regulation	X			
FBC*	Prioritization of Facility Improvements	X			
FC	School Capacity Mitigation	X			
FD	Facilities Funding	X			
FDA	Bond Campaigns	X			
FDB	Voluntary Capital Mitigation	X			
FDB-R	Voluntary Capital Mitigation – Regulation	X			
FEA	Educational Specifications for Construction	X			
FEB	Architect/Engineer/Project Manager/Construction Manager	X			
FEB-R	Architect/Engineer/Project Manager/Construction Manager – Regulation	X			
FEE	Site Acquisition	X			
FEE-R	Site Acquisition – Regulation	X			
FEG	Construction Contracts Bidding and Awards				
FEGB	Contractor's Insurances, Affidavits and Guarantees				
FEH	Construction Change Orders				
FF	Naming of Facilities	X			
FFA	Dedications, Memorials and Recognitions	X			
SECTION G - PERSONNEL					
GBA	Open Hiring/Equal Employment Opportunity			2020 Legislation	
GBAA	Sexual Harassment of Employees		X		
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			

GBEBC	Staff Gifts to and Solicitations by Staff	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			
GBGB	Staff Personal Security and Safety	X			
GBGC	Staff Benefits	X	X		
GBGD	Workers' Compensation	X			
GBGF	Federally-Mandated Family and Medical Leave	X			
GBGF-R	Federally-Mandated Family and Medical Leave – Regulation	X			
GBGI	Staff Military Leave	X			
GBGK	Staff Legal/Civic Duty Leave	X	X		
GBJ	Personnel Records and Files	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			
GCFA*	Hiring of Instructional Staff/Portability of Non-Probationary Staff	X			
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute	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			
GCQE*	Evaluation of Evaluators	X			
GCQF	Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal	X	X		

GCS	Professional Research and Publishing	X			
GDA	Support Staff Positions	X	X		
GDBA	Support Staff Compensation	X			
GDE/GDF	Support Staff Recruiting/Hiring	X		2020 Legislation	
GDE/GDF-R	Support Staff Recruiting/Hiring – Regulation	X			
GDG	Part-Time and Substitute Support Staff Employment	X	X		
GDO	Evaluation of Support Staff	X			
GDQB	Resignation of Support Staff	X			
GDQD	Discipline, Suspension and Dismissal of Support Staff	X			
SECTION H - NEGOTIATIONS					
HA	Negotiations Goals/Priority Objectives	X			
HH	Negotiating Organization (Instructional Staff)	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			
IHAM	Health and Family Life/Sex Education	X	X		
IHAM-R	Health Education – Regulation	X			
IHAMA	Teaching about Drugs, Alcohol and Tobacco	X			
IHBA	Special Education Programs for Students with Disabilities	X			
IHBB	Gifted Education	X			
IHBD	Equivalence of Services (Title I)	X			
IHBEA	English Language Learners	X	X		
IHBF	Homebound Instruction	X	X, IHBF-R		
IHBG	Home Schooling	X			
IHBIB	Primary/Preprimary Education	X			
IHBK	Preparation for Postsecondary and Workforce Success	X			
IHBK-R	Preparation for Postsecondary and Workforce Success (Implementation Plan for Stu	X			
IHCDA	Concurrent Enrollment	X			
IJ	Instructional Resources and Materials	X	X		
IJK	Supplementary Materials Selection and Adoption	X	X		
IJNDAB*	Instruction through Online Programs	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			
IJOC-E	School Volunteer Application – Exhibit	X			
IK	Academic Achievement	X			
IKA	Grading/Assessment Systems	X	X	2020 Legislation	
IKA-R	Grading/Assessment Systems (Exemption Procedure and Information to Parents/Gu	X	X		
IKE	Ensuring All Students Meet Standards	X	X		
IKF	Graduation Requirements		X		
IKF-R	Graduation Requirements-Physical Education Waiver – Regulation	X	X		
IKFA	Early Graduation	X			
IKFB	Graduation Exercises	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			
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			
JCAA-R	School Districting/Redistricting (School Boundary Change Guidelines) – Regulation	X			
JEA	Compulsory Attendance Ages				
JEB	Entrance Age Requirements				
JF	Admissions and Denial of Admissions		X	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			
JGA-R	Assignment of New Students to Classes and Grade Levels (Students from Home Inst	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			
JIC	Student Conduct	X			
JICA	Student Dress Code	X	X		
JICC	Student Conduct in School Vehicles	X			
JICC-R	Student Conduct in School Vehicles – Regulation	X			
JICDA	Code of Conduct	X			
JICDD	Violent and Aggressive Behavior			2020 Legislation	NEW
JICDE*	Bullying Prevention and Education	X		2020 Legislation	
JICEA	School-Related Student Publications (School Publications Code)	X		2020 Legislation	
JICEA-R	School-Related Student Publications (School Publications Code) – Regulation	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			
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			
JIH-R	Student Interviews, Interrogations, Searches and Arrests – Regulation	X			
JIHB	Parking Lot Searches	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		X		
JK*-2	Discipline of Students with Disabilities				
JKA	Use of Physical Intervention and Restraint				
JKA-R	Use of Physical Intervention and Restraint – Regulation				
JKA-E-2	Complaint Procedures and Regulations Regarding the Use of Restraint or Seclusion -Exhibit				
JKBA*	Disciplinary Removal from Classroom	X			
JKBA*-R	Disciplinary Removal from Classroom – Regulation	X			
JKD/JKE	Suspension/Expulsion of Students (and Other Disciplinary Interventions)		X		
JKD/JKE-R	Suspension/Expulsion of Students (Hearing Procedures) – Regulation		X		
JKD/JKE-E	Grounds for Suspension/Expulsion – Exhibit		X		
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			
JLCF-R	District School Nurses – Regulation	X			

JLD	School Counseling Programs	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			
JLIF-R	Use of Safety and Security Technologies – Regulation	X			
JLJ*	Physical Activity	X			
JM	Student Awards, Honors and Scholarships	X			
JM-R	Student Awards, Honors and Scholarships – Regulation	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) – R				
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		X		
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			
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		Reopening Schools	
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

Reference Section 6, School Enrollment and Demographics of the Charter School Contract Between St. Vrain Valley School District RE-IJ and Twin Peaks Charter Academy, and Exhibit D, Enrollment Procedures

Twin Peaks Charter Academy's student population is reflective of Longmont and the St. Vrain Valley School district. The Academy follows the district's enrollment procedures. We offer personalized weekly tours throughout the year. Over the last two years we have dramatically increased our online presence, rebuilt our website, as well as including teacher web pages for every class.

As of the 2018/19 October count the Academy's Free and Reduced lunch percentage was 42%

As of the 2018/19 October count the Academy's Special Education percentage was 7%

On the next page is the Academy's 2018/19 October Count Student Population by Race/Ethnicity and Grade Level (Male/Female/Total) report.

EXHIBIT D

ENROLLMENT PROCEDURES

Reference Section 6, School Enrollment and Demographics of the Charter School Contract Between St. Vrain Valley School District RE-IJ and Twin Peaks Charter Academy

Preference is given to residents within the boundaries established by the St. Vrain Valley School District. Non-residents will be assigned a priority number based on their date of application but only will be enrolled when no district students are available. If an Academy family moves out of the district all children enrolled at Twin Peaks Charter Academy will be permitted to continue to attend Twin Peaks Charter Academy. Submitting a "Power of Attorney" form transferring responsibility for a child to another adult does not change the student's address/attendance area in determining district attendance. Documentation is necessary to prove residency for all students. Examples: utility/telephone bill; contract to build/purchase house; voter registration card; homeless student as verified by District Attendance Office

All persons age five (5) through twenty (20) who reside within the boundaries of the St. Vrain Valley School District (SVVSD) may be permitted to attend Twin Peaks Charter Academy. Persons who do not live in the district may be admitted under Board policies relating to nonresident students. Neither will be required to pay for tuition. A birth certificate or other proof of legal age, as well as proof of residency shall be required by TPCA administration. Withdrawal will be fulfilled on the request for records to TPCA from another school or in writing from the parent/guardian of enrolled child.

Admission Procedures

I. Order of Enrollment Preference

Waiting Lists will be activated when enrollment levels fall above numbers as determined by grade level capacity.

- The first preference is for students presently attending Twin Peaks Charter Academy. Students will be allowed to re-enroll for the following school year provided the parent contract has been upheld and the student is in good standing with Twin Peaks Charter Academy.
- The second preference is for siblings of students already enrolled. If a sibling declines an enrollment offer or accepts, attends and then withdraws, they lose sibling status for that school year but may apply through the general enrollment process. They may re-apply and receive sibling status for subsequent school years. Parents must affirm or-reaffirm their desire to enroll siblings each year by the date published.
- The third preference is for children of all full and part-time TPCA staff employees. Employees having completed 5 years of continuous service may maintain their staff preference for student enrollment, provided that their termination of employment is voluntary. Parents must affirm their desire to re-enroll their child(ren) each year by the date published.
- The fourth preference is for students presently enrolled in the Twin Peaks Preschool (for those applying to Kindergarten only).
- The fifth preference is for students who enter through the annual lottery.
- The sixth preference is for students who enter through the annual waiting list.

II. TPCA will follow the SVVSD Open Enrollment window for enrolling new students for the following school year.

Students may apply outside the Open Enrollment window and may be approved at the discretion of the administration.

The Lottery will be governed by the following rules:

1. All enrolled children whose parents/legal guardians have attended an informational meeting and reside in the SVVSD and have an enrollment application on file will be eligible to enter.
2. The lottery will determine the order a child will be awarded a place in TPCA, as room becomes available in his/her grade.
3. Each student's number drawn in the lottery will determine the order for possible enrollment for that student for the following school year only. Lottery waiting lists will only be "activated" when a class falls below its maximum size and all siblings and teacher's children for that class have been exhausted.
4. Each student may only be entered on one grade level per lottery.
5. For each consecutive year a student is entered into the lottery, they receive that many entries, starting with the school year 2002-2003. Any potential student who is offered a position and refuses placement, will lose any and all lottery positions for that potential student and loses the benefit of any years accumulated, for that potential student.



Colorado's Unified Improvement Plan for Schools

Twin Peaks Charter Academy UIP 2023-24 | **School:** Twin Peaks Classical Academy | **District:** St Vrain Valley RE1J | **Org ID:** 0470 | **School ID:** 8927 |
Framework: Performance Plan |

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- Tier 2 & Tier 3 Instructional Alignment



- Collective Efficacy: K-12 Tier 2 & Tier 3 Instructional Alignment

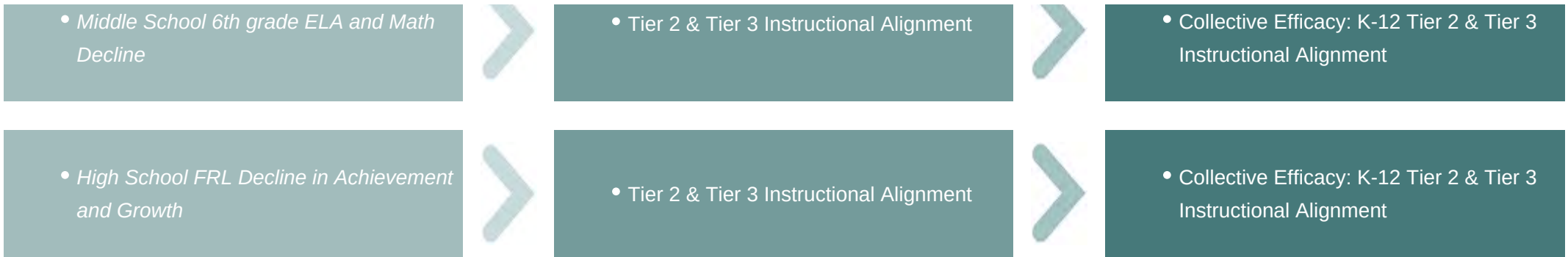
- *Elementary Students with Disabilities Academic Achievement Decline*



- Tier 2 & Tier 3 Instructional Alignment



- Collective Efficacy: K-12 Tier 2 & Tier 3 Instructional Alignment



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

OUR VISION

Twin Peaks Classical Academy provides an academically rigorous environment that encourages students to seek truth, beauty, and goodness in both their acquisition of knowledge and their development of character. This classical education is provided to any PK-12 student and family seeking a well-rounded education that prepares all students for the opportunity for acceptance into a four year university.

ABOUT US

We are a public school of choice in the St. Vrain Valley School District, conveniently located in Longmont, Colorado. We are governed by engaged and passionate parents and community members, and are the longest operating charter school in the SVVSD. We are the only classical school in Longmont, offering a unique alternative and choice for families. A classical education is based on the timeless value of creating critical thinkers who seek truth, beauty and goodness, while acquiring foundational skills and knowledge, in a teacher-led classroom that lays the foundation for advanced study. The heart of a classical school is a

comprehensive Latin mastery program, beginning in kindergarten. A classical school explicitly teaches character and values through the study of great works of literature. Core Knowledge provides our elementary and middle school's foundational curriculum that supports our ideals. We are the only PK-12 school in the district creating a special sense of community.

United by a vision of a traditional academically rigorous school, a group of parents founded Twin Peaks Classical Academy in 1997. In fulfilling its mission, TPCA relies on specific guiding principles and founding philosophies. These principles and philosophies originated in the earliest meetings uniting over 100 founding families with the original Board of Directors. All proposals and decisions in policy and curriculum are measured against the vision, guiding principles, and original founding philosophies.

PROCESS

K-12 Principals and Assistant Principals evaluated data to identify trends and root causes during several work sessions. We presented and received feedback from staff and Accountability committee (which is made up of parents, staff and board members).

Narrative on Data Analysis and Root Cause Identification

Description of School Setting and Process for Data Analysis

K-12 Principals and Assistant Principals evaluated data to identify trends and root causes during several work sessions. We presented and received feedback from staff and Accountability committee (which is made up of parents, staff and board members).

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).

Elementary:

3rd grade had a prior goal of 42% meet or exceed in the ELA portion of CMAS; 48% of students met or exceeded. 4th grade had a prior goal of 37% meet or exceed in the Math portion of CMAS; 31% of students met or exceeded. Elementary READ plans were at 85, with a 10% decrease goal to 77; READ plans went down to 55.

Middle School:

2021 UIP stated, “EL students growth in their mean score on CMAS ELA cannot yet be tracked with no new data since 2019. Data driven instruction and continued vertical alignment, however, is continuing to benefit EL students.” The most recent SPF shows that multilingual learners are “approaching” in both ELA and Math for academic achievement, “meets” in growth for Math, and “exceeds” for ELA.

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

While we are thrilled our multilingual learners are growing, we are making new goals to reach higher levels of achievement. Our alignment in our ELA classes has shown to be successful. These same strategies will be carried out into other content areas to help continue growth and achievement.

Current Performance

- The most current SPF for Twin Peaks indicates the school has an overall rating of Performance Plan with a score of 80.7.

At the elementary level, Academic Achievement: Multilingual learners were rated as Does Not Meet Expectations, F-RL were rated as Does Not Meet, and Minority Students scores were rated as Approaching Expectations, Students with Disabilities were rated as Does Not Meet. Academic Growth: At the

elementary level, English Learners are classified as Meets in the area of ELA. F-RL, Minority Students and those in the All Students category are all rated as Meets, Students with Disabilities were classified as Approaching. In the area of Math, All students are rated as Meets expectations. Under the category of English Language Proficient, students who are working on ELP are rated as Meets.

Academic Achievement at the middle school level: All Students were rated at Exceeds in Math and English. FR-L Students and Multilingual Learners were rated at Approaching and Minority Students were rated as Meets. Academic Growth at the middle school level has all students meeting expectations in both Math and English. FR-L, Minority Students, and Multilingual Learners all were also rated at Meets in Math and English aside from Multilingual students being rated at Exceeds in English.

Academic Achievement at the high school level: All Students were rated at Meets on the PSAT Reading and Writing and PSAT Math. FR-L students rated as Approaching on both the Math and Reading and Writing tests. Minority students Met Expectations with regard to both Math and ELA achievement. Academic Growth at the high school level has All Students rated as Meets in both Math and ELA. On the Math assessment FR-L, and Minority Students were rated at Approaching

Trend Analysis



Trend Direction: Decreasing

Performance Indicator Target: Academic Achievement (Status)

ELA 6th grade Achievement: CMAS scores were showing high levels of achievement in 2019 and 2022 with met or exceeded percentages at 70% and 67% respectively. In 2023 6th grade ELA students had only 44% Met or exceed percentage.



Trend Direction: Increasing

Performance Indicator Target: Academic Achievement (Status)

ELA 7th grade Achievement: CMAS scores are indicating an increase in percentage of students scoring at met or exceeded on ELA achievement. 55% in 2019, 63% in 2021, 50% in 2022, and 71% in 2023.



Trend Direction: Decreasing

Performance Indicator Target: Academic Achievement (Status)

Math 6th Grade Achievement: CMAS scores indicate that we had a decrease in student achievement. In 2022, 57% of students met or exceeded and in 2023, 36% of students met or exceeded.



Trend Direction: Increasing

Performance Indicator Target: Academic Achievement (Status)

ELA 3rd Grade Achievement: CMAS scores indicate that we had an increase in student achievement. In 2021, 37% of students met or exceeded, in 2022, 48% of students met or exceeded and in 2023, 54% of students met or exceeded.



Trend Direction: Increasing

Performance Indicator Target: Academic Achievement (Status)

Math 4th Grade Achievement: CMAS scores indicate that we had an increase in student achievement. In 2021, 32% of students met or exceeded, in 2022, 31% of students met or exceeded and in 2023, 40% of students met or exceeded.



Trend Direction: Decreasing

Performance Indicator Target: Academic Growth

ML Students Math Academic Growth: Elementary ML Students are decreasing in Math Academic Growth. In 2023, ML students “did not meet” in Math Academic Growth. In past years, ML math Academic Growth has been “approaching.”



Trend Direction: Increasing

Performance Indicator Target: Postsecondary & Workforce Readiness

High School Postsecondary and Workforce Readiness: Postsecondary and Workforce Readiness “Exceed” in every category.



Trend Direction: Stable

Performance Indicator Target: Disaggregated Achievement

Students with Disabilities Achievement: Elementary Students with Disabilities are not showing growth in Academic Achievement. In 2022 and 2023, these students “did not meet” in ELA and Math.



Trend Direction: Decreasing

Performance Indicator Target: Disaggregated Achievement

High School FRL Students: High School FRL students dropped from “Meets” to “Approaching” in Academic Achievement as well as Academic Growth for mathematics.



Trend Direction: Decreasing

Performance Indicator Target: Other

READ Plans: The number of students on READ plans has decreased. In the spring of 2022, 20% of Elementary students were on a READ plan. In the spring of 2023, 13% of Elementary students were on a READ plan.

Root Causes and Priority Performance Challenges

Priority Performance Challenge: Elementary ML Learners Academic Growth Decline

Elementary ML learners are showing a decline in math academic growth. In 2023, ML students “did not meet” in Math Academic Growth. In past years, ML math Academic Growth has been “approaching.”



Area of Focus: Math growth



Root Cause: Tier 2 & Tier 3 Instructional Alignment

Lack of Tier 2 & 3 alignment between intervention teams has shown to be problematic in our K-12 setting. Teams have lacked the time and systems to communicate effectively.



Priority Performance Challenge: Elementary Students with Disabilities Academic Achievement Decline

Elementary Students with Disabilities are not showing growth in Academic Achievement. In 2022 and 2023, these students “did not meet” in ELA and Math.

Area of Focus: Other achievement



Root Cause: Tier 2 & Tier 3 Instructional Alignment

Lack of Tier 2 & 3 alignment between intervention teams has shown to be problematic in our K-12 setting. Teams have lacked the time and systems to communicate effectively.



Priority Performance Challenge: Middle School 6th grade ELA and Math Decline

6th grade students saw a substantial decrease in academic achievement in both ELA and Math in 2023.

Area of Focus: Other achievement



Root Cause: Tier 2 & Tier 3 Instructional Alignment

Lack of Tier 2 & 3 alignment between intervention teams has shown to be problematic in our K-12 setting. Teams have lacked the time and systems to communicate effectively.



Priority Performance Challenge: High School FRL Decline in Achievement and Growth

FRL students are “approaching” while the entire student body is “meets.”

Area of Focus: Other achievement



Root Cause: Tier 2 & Tier 3 Instructional Alignment

Lack of Tier 2 & 3 alignment between intervention teams has shown to be problematic in our K-12 setting. Teams have lacked the time and systems to communicate effectively.

Magnitude of Performance Challenges and Rationale for Selection:



These challenges have been selected as priorities for TPCA given the foundational nature of reading and math skills. Focusing on improved literacy/numeracy skills for all TPCA students, particularly students whose scores fall into the disaggregated data section of the SPF, will support their ability to access all other subject areas.

Magnitude of Root Causes and Rationale for Selection:



As a team, we met to evaluate the challenges facing our K-12 institution. We identified areas that we believe impact many different facets of our instructional model, including our common language and practices around tier 2 and tier 3 interventions. These root causes were determined and verified based on conversations with staff members and data demonstrating the validity of our conclusion.

Action and Progress Monitoring Plans

Major Improvement Strategy and Action Plan



Collective Efficacy: K-12 Tier 2 & Tier 3 Instructional Alignment

Describe what will success look like: Regular communication between general education teachers and MTSS team and interventionists, common vocabulary around tier 2 & 3 supports, effective use of progress monitoring and benchmark data, consistent use of resources by classroom teachers for improvement in tier 2 and tier 3 instruction.

Describe the research/evidence base supporting the strategy: Collective efficacy has been shown through research by John Hattie to improve student achievement in all areas. Collective efficacy has been a focus on improving Tier 1 instruction and therefore will be a natural fit to build upon.

Strategy Category: Targeted Student Academic Supports

Associated Root Causes:

Tier 2 & Tier 3 Instructional Alignment:



Lack of Tier 2 & 3 alignment between intervention teams has shown to be problematic in our K-12 setting. Teams have lacked the time and systems to communicate effectively.

Implementation Benchmarks Associated with Major Improvement Strategy

IB Name	Description	Start/End/ Repeats	Key Personnel	Status
 MTSS & Classroom Teacher Discussions	MTSS team will convene regularly and discuss students that are in the program and align with classroom teachers to improve instruction	09/11/2023 05/20/2025 Monthly	Teachers, MTSS Team, Leadership	
 Intervention/Classroom Teacher Meetings	Interventionist and Classroom teachers will meet regularly to discuss students and align interventions and instruction.	09/28/2023 05/20/2025 Monthly	Teachers, Interventionists, Leadership	

Action Steps Associated with Major Improvement Strategy

Name	Description	Start/End Date	Resource	Key Personnel	Status
 Schedule Monthly Meetings	Schedule monthly meetings	09/01/2023 09/11/2023		Leadership Team, Interventionists	
 Elementary Intervention Meeting Notes Tracker	Create a template for tracking intervention & progress discussions	09/11/2023 09/25/2023		Leadership	



Middle School
scheduled
intervention tracke

A template for teachers to identify areas of need for students on
their caseloads

09/12/2023
09/25/2023

Middle School
MTSS team



High School

Create baseline standards for each grade level determining
students receiving MTSS.

09/12/2023
09/25/2023

High School
MTSS Team

Progress Monitoring: Student Target Setting



Priority Performance Challenge : Elementary ML Learners Academic Growth Decline



PERFORMANCE INDICATOR: Academic Growth

MEASURES / METRICS: M

ANNUAL
PERFORMANCE
TARGETS

2023-2024: Elementary ML students will increase the MGP in Math from 34.5 to 42.

2024-2025: Elementary ML students' Math MGP will be equal to or greater than 50.

INTERIM MEASURES FOR 2023-2024: iReady Math



Priority Performance Challenge : Elementary Students with Disabilities Academic Achievement Decline



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: ELA

ANNUAL
PERFORMANCE
TARGETS

2023-2024: Elementary Students with Disabilities will increase in ELA mean scale score from 697 to 712. Elementary Students with Disabilities will increase in Math mean scale score from 703 to 712.

2024-2025: Elementary Students with Disabilities will increase in ELA mean scale score to greater than 722.. Elementary Students with Disabilities will increase in Math mean scale score to greater than 722.

INTERIM MEASURES FOR 2023-2024: IReady Reading & Math



Priority Performance Challenge : Middle School 6th grade ELA and Math Decline



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS:

ANNUAL
PERFORMANCE
TARGETS

2023-2024: ELA- 44% met or exceeded, Math- 36%

2024-2025: ELA- 50% met or exceeded, Math- 40%

INTERIM MEASURES FOR 2023-2024: iReady Reading & Math



Priority Performance Challenge : High School FRL Decline in Achievement and Growth



PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: ELA

ANNUAL
PERFORMANCE
TARGETS

2023-2024: FRL students will increase from “Approaching” to “Meets.”

2024-2025: FRL students will maintain the “Meets” category.

INTERIM MEASURES FOR 2023-2024: PSAT practice exams

DISTRICT ACCREDITATION INDICATORS

School Performance Framework: In conducting its annual review of each school's performance, the District will consider the school's results on the School Performance Framework. The School Performance Framework measures a school's attainment on the key performance indicators identified in the Education Accountability Act of 2009 (article 11 of title 22):

Academic Achievement: The Academic Achievement Indicator reflects how a school's students are doing at meeting the state's proficiency goal: scale score on Colorado's standardized assessments. This Indicator includes results from CMAS, COAlt (ELA, Math and Science), and PSAT.

Academic Growth: The Academic Growth Indicator reflects academic progress using the Colorado Growth Model. This Indicator reflects normative growth comparing the academic progress of the students in this school compared to that of other students statewide with a similar CMAS, PSAT, and SAT score history in that subject area as well as English language proficiency growth metrics from the ACCESS assessment.

Postsecondary and Workforce Readiness: The Postsecondary and Workforce Readiness Indicator reflects the preparedness of students for college or the workforce upon graduation. This Indicator reflects student graduation rates, dropout rates, matriculation rates and average Colorado SAT composite scores.

Based on State identified measures and metrics, schools receive a rating on each of these performance indicators that evaluates if they have exceeded, met, approached, or not met the state's expectations. These performance indicators are then combined to arrive at an overall evaluation of a school's performance.

EXHIBIT G

EDUCATIONAL PROGRAM CHARACTERISTICS

Program Characteristics. The School shall implement and maintain its educational program as set forth in Section D of its original Application, including the following characteristics, subject to modification with the District's written approval:

OUR MISSION

Twin Peaks Charter Academy provides students with a rigorous education and the foundations of virtue and character, while building cultural literacy through a content-rich curriculum in an encouraging environment.

OUR LEGACY

"Academic Excellence"

ABOUT US

We are a public, school of choice in the St. Vrain Valley School District, conveniently located in Longmont Colorado. We are governed by engaged and passionate parents, and are the longest operating charter school in the SVVSD. We are the only **Classical** school in the district, offering a unique alternative and choice for families. A **Classical** education is based on the timeless values of acquiring foundational skills and knowledge in a teacher-led classroom that systemically lay the foundation for advanced study. The heart of a **Classical** school is a comprehensive Latin mastery program, beginning in kindergarten through middle school. A **Classical** school explicitly teaches **Character** and values through the study of great works of literature. **Core Knowledge** provides our elementary and middle school's foundational curriculum that supports our ideals. We are the only K-12 school in the district, including a preschool for 3 through 5 year-old students creating a special sense of **Community**.

Our **Vision** is every senior whom earns a diploma from Twin Peaks Charter Academy is a good and productive citizen, matriculated and prepared to graduate from a 4-year University.

United by a vision of a traditional academically rigorous school, a group of parents founded Twin Peaks Charter Academy (TPCA) in 1997. In fulfilling its mission, TPCA relies on specific guiding principles and founding philosophies. These principles and philosophies originated in the earliest meetings uniting over 100 founding families with the original Board of Directors. All proposals and decisions in policy and curriculum are measured against the mission statement, guiding principles, and original founding philosophies. Continuity of these philosophies depends on the board, administration, staff, and parents remaining faithful to and communicating the following:

OUR VALUES

TPCA is a Parent-Run School

- Parents are the child's first teacher
- Parent must assist their child to ensure success in this rigorous academic environment
- Parent participation in committees and volunteer activities is critical to student success
- Volunteers in the classroom are directed by the teacher
- The school is governed by an elected parent board accountable to *all* parents
- The Parent Contract is used to reinforce this principle.

Academics are Key to the Success of TPCA

- We are dedicated to a content rich curriculum that builds cultural literacy
- Core knowledge is the basis of our K-8 educational philosophy
- Classical education is the cornerstone of our high school, building on core knowledge with the addition of rhetoric and college preparatory coursework.
- Reading is the foundation for all learning. We employ research-based strategies, with a focus on phonemic awareness, systematic phonics, fluency, vocabulary, and comprehension.
- Math is fundamental to understanding our world and the universe. We employ rote memorization of math facts and basic skills, development of number sense and problem solving skills, as well as the critical and logical thinking necessary for college and life.
- Analyzing and critically discussing classic literature and historic documents is critical to the development of articulate, contributing citizens.
- Extracurricular activities and electives support academic growth. While they do not replace academic fundamentals, they certainly enhance the educational experience.

TPCA Practices the Traditional Concept of Teacher-led Classes

- Core knowledge K-8 and classical education aligned with state standards dictate the curriculum, but not the teaching methodology
- Teachers will use a wide range of teaching methodologies to meet the needs of each student
- The primary role of the teacher is to teach
- Classes will not be student directed or include self-paced learning
- Cross grade grouping in math and reading is utilized as needed
- Technology should be used as a tool to augment the curriculum, not replace it

Character Education is Essential to the Development of Productive Citizens in an Ever-changing World.

- The principles of good character are integrated into daily instruction
- Teachers will develop lessons that incorporate the Six Pillars of Character in K-8 instruction, and a program such as "Character First" in high school instruction

Appropriate Student Discipline Ensures a Learning Environment Free From Disruptions

- Teachers and students will focus on classroom instruction and learning, not a disruptive student

- TPCA has instituted a strict three-strike discipline policy which protects the classroom learning environment while penalizing inappropriate behavior

TPCA Establishes High Expectations for Academics and Behavior within an Encouraging Environment

- We believe children will rise to the level of expectation placed upon them
- Real, concrete personal accomplishments enhance positive self-esteem. To that end, we offer opportunities for true academic success through hard work and mastery of a broad curriculum. A strict grading scale and required homework reinforce these high expectations.

The Academy has Instituted a Student Uniform Dress Code

- A student dress code reduces distractions and negative peer pressure
- A K-8 and high school dress code help create an environment which is conducive to learning while reinforcing our strong discipline code

TPCA relies on these guiding principles, which are reviewed and updated periodically, to steer and direct all decision-making.

Our Charter & State Waivers reinforce our Guiding Principles & Founding Philosophies

Research

Cultural Literacy (E.D. Hirsch)

An Introduction to Classical Education: A Guide for Parents (Christopher A. Perrin)

Teach Like a Champion (Doug Lemov)

Visible Learning (John Hattie)

The Art & Science of Teaching (Robert Marzano)

Leverage Leadership (Paul Bambrick-Santoyo)

Why We Standardize Processes & Procedures (Marzano & Hattie)

What is a Highly Effective School? John Hattie would say it is a school with significant Collective Efficacy which can be defined as “the shared perceptions of teachers in a school that the efforts of the faculty as a whole will have positive effects on students.” This is also Hattie’s number one factor among all of the influences on student learning after a meta-analysis of 1200 studies.

How We Grade

A standards-based classroom is focused on whether or not a student can attain proficiency in a given standard or typically a set of standards. A student's performance is measured through assessments.

The Academy uses a rubric to determine student grades and progress. A letter grade of "B" can mean different things among teachers, students, curriculum, and even multiple instructors teaching the exact same course in the same building. Our building rubric provides a higher level of consistency between courses and teachers.

A grade is a reflection of what a student knows is able to do in relation to the standard and course.

Assessment – A piece of work that describes whether or not a student can meet the standard. An assessment can take many forms and may be measured with a rubric. The type of assessment should dictate how a student's performance is measured. There are typically two types of assessments:

Holistic – The student's work is graded as a whole, i.e. 60%, 70%, 80%, etc.

Analytical – The student's work is graded specifically, i.e. 92%

Learning Experiences & Activities – The day to day tasks (quizzes, worksheets, homework, etc.) that prepare a student for an assessment. Learning experiences and activities should link to specific assessments.

A course grade is calculated by adding Assessments (70%) and Learning Experiences & Activities (30%).

Reassessment – Twin Peaks Charter Academy holds students accountable to the standard. There may be times when students are allowed to reassess or turn in missing work. General reassessment/missing work guidelines are as follows:

The maximum reassessment/missing work grade is a B (80%).

The deadline for reassessments/missing work is no more than one unit behind.

The Teacher has sole discretion and may require other tasks (extra help, meetings, assignment completion, etc.) before allowing a reassessment or acceptance of missing work.

Academic Misconduct – Cheating, plagiarizing, etc. will receive a Zero, as well as a referral to the appropriate Assistant Principal.

General Grading Guidelines - Grades should be entered at least once a week, to keep parents regularly informed.

Assignments should be graded and entered into IC no later than week after accepting student work.

Thursday 4:00 PM remains the deadline (for IC Eligibility reports and At-Risk Spreadsheets).

The number of grades in a given Semester should be???

The ratio of Assessments to LE&As should be???

The reason a specific number is not listed is that the number of grades in a given course are dependent on grade level, content and the teacher's professional judgment as are the number of LE&As and Assessments.

How We Measure Grades

Policy T-IKA-R2

Grades 1-12

Mastery	90-100%	(A)
Proficiency	80-89%	(B)
Sufficiency	70-79%	(C)
Failing	0-69%	(F)
Incomplete		(I)
Withdraw Fail		(WF)

Credit requires a C or above.

Twin Peaks Charter Academy Grading Rubric Kindergarten

ACHIEVEMENT

Mastery: Demonstrates skill consistently	(A)
Practicing Skill: Demonstrates skill some of the time	(B)
Emergent Skill: Just beginning to develop skill	(C)
Not Demonstrating the skill at this time	(D)

BEHAVIOR, EFFORT

Excellent	(E)
Satisfactory	(S)
Improving	(I)
Needs Improvement	(N)

Notes:

- A student must achieve at the equivalent of C grade work in order to pass a course that is graded pass/no pass.
- A grade of I (Incomplete) is assigned when, due to extenuating circumstances, a student has not completed sufficient coursework for the teacher to assess students work and assign a grade reflective of the student's achievement, e.g. due to extended illness or recent enrollment in the class. It is not an alternative to a grade of F, which reflects failure to achieve.
- Assignment of a grade of I requires approval of the student's counselor or a Twin Peaks Charter administrator.
- The teacher is responsible for converting a grade of I to a regular letter grade no more than three weeks after the end of the grading period. If a student does not complete missing assignments by the deadline, each missing assignment receives a score of zero percent and the grade calculation for the applicable grading period will be made on this basis.
- Grades of F and I do not count towards fulfillment of course requirements.
- If a student repeats the exact course or the same course at a higher level (e.g. Algebra 1 as a repeat for Algebra 1 Basic), only calculation of the higher grade will be included in a student's GPA and credit will be given only once. The lower grade and credit will be ignored although the course and grade will remain on the transcript. This is the regulation only for classes taken in St. Vrain Valley schools. Transcripts from other schools will not be altered.
- Only final grades are used to determine a student's term and cumulative GPAs.

Grade Point Scales:

Grade points used to calculate a student's grade point average (GPA) are assigned as follows:

Standard GPA Scale:

- A = 4 points, B = 3 points, C = 2 points, F = 0 points

Weighted GPA Scale:

- (Elementary Specials) Calculated at .5
- (AP Courses) A = 5 points, B = 4 points, C = 3 points, F = 0 points
- (Honors Courses) A = 4.5 points, B = 3.5 points, C = 2.5 points, F = 0 points

Honor Roll:

Students who have earned a 3.5 grade point average or higher.

How We Report Grades

Infinite Campus

Campus Portal is a tool for parents and students to access instant, online, timely and secure student information; class schedule, assignments, attendance, report cards and transcripts. Campus Portal is a means to further promote educational excellence by enhancing our program of communication with parents and students. A portal activation key is individualized for each parent. Parents of current students are eligible to activate a Parent Portal account. If you need an activation key, please complete [this form](#).

New students and families will receive activation and logon instructions through the enrollment process.

[Infinite Campus tutorials, instructions and FAQs.](#)

Assessments (Internal, State & Federal)

How & What We Teach

THE WHAT**Adopted Curriculum and Standards**

The Academy's adopted curriculum aligns with state standards, in most cases. When there is a misalignment defer to the adopted curriculum.

Curriculum Maps, Essential Skills Scope & Sequence

At the Academy we are engaged in the ongoing process of ensuring the Essential Skills are taught at the correct time and the correct sequence to ensure mastery from year to year.

THE HOW**Best First Instructional Plan (Tier I)**

What do students need to know and be able to do?

How do we know students have learned?

What instruction will ensure learning?

How and when do we monitor and adjust?

Planning & The Daily Agenda

An Agenda provides Evidence of planning that is Rigorous, aligned with the Curriculum and on Standard.

Date

Objective

Activities - Tasks designed to help students meet the Objective including:

Do Now

Daily Formative Assessment

Homework - An Academy student will have homework. Our faculty aims for the generally agreed upon benchmark of 10 minutes per grade level per night. Homework in elementary school is designed to review, practice and most importantly form the habit of doing homework. Middle school is very similar; practice and review with some new learning. High school homework is where students are often engaging in new work and completing homework to learn.

Upcoming Assessments

An Agenda is Communicated:

Verbally

Visually

Kinesthetically

Electronically (Teacher Google Sites)

[Elementary Directory](#)

[Secondary Directory](#)

and Referred to throughout the lesson

HOW ARE OBJECTIVES, ACTIVITIES, HOMEWORK AND ASSESSMENTS HELPING STUDENTS MATRICULATE INTO A 4 YEAR UNIVERSITY?

EXHIBIT H PLAN FOR ENGLISH LANGUAGE LEARNERS

Plan For English Language Learners

Reference: 7.7 English Language Learners – Charter School Contract

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.

All students entering Twin Peaks Classical Academy complete the District Home Language Survey. Students coming from a District School have physical cumulative records forwarded to Twin Peaks and have shared Infinite Campus (IC) and Unified Insites (UI) information release to Twin Peaks. Students coming from out of District will have records transferred to Twin Peaks with the request of the registrar. All students K-12 will complete the WAP-T screener in order to determine the current level of language proficiency in listening, speaking, reading, and writing. This information assists in identifying instructional support needs for Multilingual Learners (ML's)

All Students who are identified as Non-English Proficient (NEP) or Limited English Proficient (LEP) will receive the appropriate ML Plan which ensures each student is making progress toward language proficiency. ML's are supported by a qualified interventionist in direct instruction or content integrated instruction based on each student's language proficiency level and growth within the general education classroom. This is in addition to support they receive within the general education classroom.

Twin Peaks Classical Academy implements full English immersion for Multilingual Learners within all the grade levels. Within each classroom, teachers provide shelter instruction that is designed to meet the academic needs of the identified student. This form of Tier 1 instruction (S.I.O.P Strategies, Cooperative Learning Structures, WIDA Standard Frameworks, & Teach Like a Champion Techniques) can take place in a whole group, small group, or one-on-one setting across all content areas within the classroom. Twin Peaks teaching staff utilizes a variety of high yield, research base strategies for instruction that supports all learners, including MLs.

All students who meet the criteria and who have been identified as Multilingual Learners, take the state ACCESS Assessment. This information is reported to the District, principals, and individual classroom teachers where the appropriate ML Plans are developed, as needed, until students reach Fluent English Proficient (FEP) at which time students will be redesignated (with a body of evidence shows grade level competency in areas of reading and writing) and be monitored for two (2) years. During this time a body of evidence will be kept including benchmarking and progress monitoring to ensure student growth in academics and language proficiency.

Exhibit I - Due Process Checklist

	Task
1	Student Demographics Print information from IC
2	Timeline of events (Summary) Provided by building administration
3	School Work Support Plan Copies of homework gathered from teachers that was given to the student
4	Expulsion Hearing Letter Legal Counsel generates this letter
5	Board policy /state statute violations Copy Board Policies from the website
6	Student discipline records Print information from IC
7	IEP records * Yes No If yes, Manifestation Determination Review Yes No 504 records Yes No Is the student being evaluated for IEP Yes No Is the student being evaluated for 504 Yes No Circle yes or no
8	Attendance records Print copy of attendance record from IC
9	Police reports Ask SRO/Police for a copy of the report asap
10	Due process paperwork (with signature from parent or email verification) Print ad hoc report from IC - "Record of Disciplinary Incident"
11	Any additional legal letters sent to the parent Extending suspension or rescheduled hearing
12	Habitual Disruptor History and Plan* Include if school has drawn up a plan
13	Teacher's statements* Teacher's written description of incident with signature
14	Witness statements* Witnesses written statements with signature
15	Student statement Student's written statement with signature
16	Photos and or video surveillance* Pictures that may have been taken showing evidence
17	Social media postings, school work containing threatening content* Include screen shots of social media postings or copies of school work
18	Correspondences with parent/guardian, i.e., emails, phone calls Documented phone calls and emails between administrators and parent/guardian

* If there is no information, please include a sheet stating "There were no [\(fill in the blank\)](#)"

EXHIBIT J
Additional Services Agreement
Twin Peaks Classical Academy

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

District Technology Services				
Required Services Pursuant to Section 10.4		FY25		
Required Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Infinite Campus License	931	\$ 13.82		\$ 12,866.42
PowerSchool Unified Insights		4.07		3,789.17
PowerSchool Performance Matters		6.53		6,079.43
PowerSchool Special Programs (SPED IEP system)		2.87		2,671.97
Classlink		2.84		2,644.04
Microsoft Azure Authentication and MultiFactor Authentication	88		\$ 59.98	5,278.24
Personnel Costs (IC, Unified Insights, ClassLink, etc.)		16.56		15,417.36
Total				\$ 48,746.63
Optional Services				
Optional Enterprise Applications	Oct 1 Student Count/Staff Count	Cost per Student	Cost per Staff	Total Cost
Google Workspace for Education Plus (Required for TPCA)	931	\$ 3.70		\$ 3,444.70
Meet the Teacher (Aspen Ridge, Flagstaff, Montessori, Twin Peaks only)*				929.12
Webex (TPCA only)	88		\$ 90.04	7,923.52
Total				\$ 12,297.34
Human Resources				
RedRover & Applitrack (Frontline)	RedRover Use (1 or 0)	Annual Cost	Total Cost	
RedRover License (may not be available)	1	\$ 1,500.00	\$	1,500.00
Total			\$	1,500.00
Warehouse				
Delivery Service	Delivery Service (1 or 0)	Annual Cost	Total Cost	
Delivery Service	1	\$ 3,000.00	\$	3,000.00
Total			\$	3,000.00
Total Exhibit J Service/License Costs:			\$ 65,543.97	

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

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

Ad Hoc - As Requested Basis

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

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

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

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

Student Services:

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

- Truancy Filings (\$55/hour)

State Categorical Aid:

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

Federal Categorical Aid:

- **Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.**
- **Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:**

- In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs
- MTSS/PBIS Support
- Classroom Management
- Partners in Education (PIE) Master's Program Coaching
- New Teacher Induction/What I Didn't Learn in College
- New Administrator Induction
- Teacher Mentor Training

Financial Services:

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

Acknowledged by:

Name

Signature

Title

Date

EXHIBIT K TRANSPORTATION PLAN AGREEMENT, INDEMNIFICATION AND RELEASE