

Attachments

- Attachment 1:** School Mission, Vision, Goals & Objectives
- Attachment 2:** Educational Program Characteristics
- Attachment 3:** Selected State Laws Applicable to Charter Schools
- Attachment 4:** Conflict of Interest Form
- Attachment 5:** n/a
- Attachment 6:** Automatic Waivers of State Laws
- Attachment 7:** Additional Requests for Waiver of State Laws and/or Regulations
- Attachment 8:** Additional Waivers of District Policies
- Attachment 9:** Enrollment Preferences, Selection Method, and Enrollment
Timeline and Procedures
- Attachment 10:** Service Agreements

CHARTER SCHOOL CONTRACT

1.0. Introduction and Recitals

This Contract, made as of this 21st day of May, 2018 and effective July 1, 2018 (“Contract” or “Agreement”), is between Adams 12 Five Star Schools (the “District” or “Authorizer”) and the Westgate Community School, a public charter school organized as a Colorado non-profit corporation (the “School” or “Westgate”).

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

WHEREAS, on January 21, 2009 the Board of Education of Adams 12 Five Star Schools (the “Board”) conditionally approved a charter application submitted by Westgate to operate a K-8 charter school within the District’s boundaries for a term of three years from July 1, 2009 through June 30, 2012; and;

WHEREAS, on November 2, 2011 the Board conditionally renewed a charter application submitted by Westgate to operate a K-12 charter school within the District’s boundaries for a term of three years from July 1, 2012 through June 30, 2015; and,

WHEREAS, on January 21, 2015 the Board conditionally renewed a charter application submitted by Westgate to operate a K-12 charter school within the District’s boundaries for a term of three years from July 1, 2015 through June 30, 2018; and,

WHEREAS, on January 17, 2018, the Board again renewed a charter application submitted by Westgate to operate a K-12 charter school within the District’s boundaries for a term of five years from July 1, 2018 through June 30, 2023; and

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

2.0 Establishment of School

2.1 Term.

This Contract is effective as of July 1, 2018 and shall continue through June 30, 2023. Although this Contract is for operation of the Charter School for a period of five (5) years, 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 fiscal 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 is incorporated as a Colorado non-profit corporation. The School shall at all times continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with all applicable federal, state and local law, as well as its articles of incorporation and bylaws.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 5.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. § 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

3.0 District-School Relationship

3.1 District rights and responsibilities

- A. Right to review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (“FERPA”). Records include, but are not limited to, the following:
 - i. School records including but not limited to student cumulative files, policies, special education and related services;
 - ii. Financial records;
 - iii. Educational program, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence criminal background checks have been conducted;

- v. School's operations, including health, safety and occupancy requirements; and
- vi. Inspection of the facility.

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 of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within fifteen (15) days of its receipt by the District and shall include information about the substance of complaint taking into consideration any complainant's request for anonymity.
- C. School health or safety issues. The School shall utilize and follow the District's current school crisis plan. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety. The School shall purchase and maintain a radio that is compatible with the District's emergency radio system.
- D. Access to data and information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, School Performance Framework, Elementary and Secondary Education Act ("ESEA") school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information.
- E. Accreditation data and process. No later than five (5) business days following the receipt of the information, the District shall provide to the School the data used by the CDE to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it deems valid to the Department in accordance with CCR 301-1-10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.1 of this Contract.

Further, in addition to, and notwithstanding any inconsistent or conflicting

provisions of, this Agreement, Westgate shall:

- i. Not spend additional local revenues authorized pursuant to C.R.S. sections 22-54-107.5, 22-54-108, and 22-54-108.5 or proceeds from bonded indebtedness incurred pursuant to C.R.S. § 22-42-101, *et seq.* that are allocated for a school authorized by one authorizer to support a school authorized by a different authorizer.
 - ii. Submit to the District an annual audit including notes and required supplementary information of the Westgate local charter school campus.
 - iii. At the conclusion of the audit submit to the District an electronic data file (trial balance) in compliance with the state chart of accounts generated from the annual audit which uses modified accrual basis of accounting for governmental funds and accrual basis of accounting for proprietary funds.
- F. Access to student records. The School shall timely make available to the District cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.
- G. Data systems. The School agrees to and shall use the District's designated student information systems. The School will maintain complete, timely and accurate data in the District's designated student information systems as necessary for the District's compliance with state and federal law, including without limitation any provisions for timely and accurate data reporting. Although subject to change, the District's information systems will generally include student information systems as well as systems for the tracking of students with disabilities, gifted or advanced students, English Language Learners, students with literacy plans and students with behavior plans. The direct costs for the School's use of the District's designated student information systems are described more specifically in Attachment 10.

3.2 School rights and responsibilities.

- A. 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. In addition, the School

shall ensure that records for students enrolling in other Schools are transferred in a timely manner. Financial records shall be posted in accordance with the Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

Pursuant to C.R.S. §22-32-110, the School may withhold the diploma, transcripts or grades of any student who fails to return or replace textbooks or library resources at the completion of any semester or school year. The School may also refuse to allow any student who completes graduation or continuation requirements to participate in any ceremony if the student has failed to return or replace any textbook or library resource prior to the ceremony date. The School should communicate and work with students and consult with the District to review the policy before any such withholding.

- B. Notification provided to the District.
 - i. Timely notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
 - a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 - b. Any complaints filed against the School by any governmental agency.
 - ii. Immediate notice. The School shall immediately notify the District of any of the following:
 - a. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements or policies, or federal, and/or state law;
 - b. 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;
 - c. The arrest, dismissal, or resignation of any members of the Charter Board or Charter School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting regulations as required in C.R.S. §22-30.5-110.7(a) & (b) and other relevant laws as required;
 - d. Misappropriation of funds;
 - e. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or

- f. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.

C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. A list of some but not all, of the federal and state laws with which the School must comply are listed in Attachment 3. Lack of inclusion in Attachment 3 does not excuse noncompliance or non-performance by the School.

Reports. The School shall 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 for the current school year. Timely notification shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of the Contract, and the District may take actions outlined in this Agreement or as otherwise permitted by law

- i. Unique School Objectives. The School shall annually provide the District with a report no later than August 31 identifying the progress that the School has made on each of its unique objectives included in Section 7.1 during the prior school year.
- ii. Required financial reports in addition to posting required financial transparency on-line in accordance with C.R.S. §22-44-301 et seq. (including budget and CDE-18).
 - a. Proposed Budget – May 31.
 - b. Projected enrollment – December 1.
 - c. Charter Board approved budget – June 30.
 - d. Monthly financial reports – within 15 days of the close of the month.
 - e. Annual audit – September 26.
 - f. Electronic data file (trial balance) – September 26.
- iii. School calendar – April 1 before the next school year.
- iv. Health and safety information including report of previous year's fire and emergency drills and updated emergency plans, emergency contact information. – August 15.
- v. Governance information.
 - a. Charter Board membership (i.e., names/ contact info, terms and signed Board Member Certification Forms)- July 1.
 - b. Signed Board member conflict of interest disclosures – July 1.
 - c. Current bylaws – within ten (10) days after any changes.

- d. Current articles of incorporation – within ten (10) days after any changes.
 - vi. Insurance certification – July 1.
 - vii. Proof of licensure, certification and/or highly qualified status for all applicable employees – prior to or immediately upon hire.
 - viii. Colorado Department of Education Data Pipeline reports – ongoing and regularly, and under no circumstances later than 5 business days before any such report is due to CDE from the District.
 - a. Snapshots
 - b. Year-Round Collections
 - c. Periodic Collections
 - d. Financial reporting (due with annual audit)
 - ix. A copy of the School’s current recruitment and enrollment plan required per Section 6.2, and evidence of reasonable progress towards the required goals, including student diversity and the percentage of enrolled students eligible for free or reduced lunch programs- July 1.
 - x. Per C.R.S. §22-32-109.1, the School shall comply with the Colorado Safe Schools Act and complete the required information annually by August 31. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.
- E. Indemnification. To the extent permitted by law, the School agrees to indemnify and hold the District and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the School or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law.
- F. Procedures for articles of incorporation and bylaws amendments. The School shall follow any requirements of the Colorado Revised Non-Profit Corporations Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in Attachment 4.
- G. District-School dispute resolution procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
 - ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Article and Section of the Agreement that is in dispute and the grounds for the position that such Article and Section is in dispute. The matter shall be immediately submitted to the President of the Board of the School and the Superintendent of the District and President of the District's Board of Education, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
 - iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to binding arbitration to the extent not inconsistent with the requirements of state law. The parties expressly agree that the arbitrator (s) shall be required to render a written opinion concerning the matters in controversy, together with their findings, and that such opinion shall be binding on the parties.
 - vi. If either party submits a notice of arbitration, it shall at the same time designate in writing a proposed arbitrator. If the other party does not agree with the designation, then it shall designate an alternate arbitrator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed arbitrators shall meet within ten (10) days and agree upon a third person to act as arbitrator. Each party shall pay one half of the reasonable fees and expenses of the neutral arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or arbitrators not jointly appointed, shall be paid by the party incurring such costs.
 - vii. The arbitrators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such effect.
- H. School violations of law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. §22-30.5-110 (3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.3. Remedies include, but are not

limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

- i. Withholding up to 10 percent of the funds due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2.D by the established deadlines, submitting reports in an incorrect format or with errors that cause the reports to be ineligible for submission or rejected, failure to submit other required information or records by the date requested, or failure to submit a budget to the District that meets the requirements of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5 -112 (9).
 - ii. Submitting a plan to the District to remedy the deficiency. The District may require the submission of a plan to remedy the deficiency. The School shall develop the plan and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it 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, to implement its educational program, or fails to complete two or more required reports by the established deadlines.
 - iii. Seeking technical assistance from the CDE or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.
 - iv. Requesting that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §22-30.5-701, *et seq.*, if the conditions of an emergency exist.
- I. Procedural guidelines for School violations of law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. 22-30.5-701, *et seq.*, the District shall, to the extent practicable, engage in a due process procedure below.
- i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
 - ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the President of the Charter School Board or his designee shall be given an opportunity to meet with the Superintendent

of the District and the President of the District's Board of Education or their designees to discuss the notice within five (5) business days.

- iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 3.2(I) (i) through (iv).

- J. District violations of school law or this Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate dispute resolution procedures in accordance with Section 3.2(H), or seek other remedies provided by law.

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

4.0 School Governance

4.1 Governance.

The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The Charter Board's policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The governing board shall 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 shall be made in accordance with the procedures described in Section 3.2 of this Contract.

4.2 Corporate purpose.

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

4.3 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy. The School shall ensure that means of contacting the Charter Board is available on the School's web page.

4.4 Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard.

The final administrative appeal shall be heard by the Charter Board, not the District's Board of Education. The Charter Board shall issue a written decision on any such administrative appeal, and copy the District's Superintendent or designee on any such decision.

4.5 Contracting for core educational services.

The School shall 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 shall not prevent the School from engaging independent contractors to teach selected, specific courses, to the extent otherwise permitted by law.

5.0 Operation of School and Waivers

5.1 Operational powers.

The School shall be fiscally responsible for its own operations, and shall 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 facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract.

5.2 Transportation.

The School shall be solely responsible for providing transportation services, if any, to students attending the School. This includes any transportation provided as a related service to special education students.

5.3 Food services.

The School shall be solely responsible for providing food services, if any, to students attending the School. If the School provides food service, it shall implement a program to provide free and reduced price meals to qualifying students (through utilization of the CDE Family Economic Data Survey if appropriate) that attend the School.

5.4 Insurance.

The School shall purchase insurance protecting the School and its Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers'

compensation insurance coverage. Minimum coverages for the current school year are listed below:

- Comprehensive general liability - \$2,000,000.
- Officers, directors and employees errors and omissions - \$1,000,000.
- Property insurance - As required by landlord.
- Motor vehicle liability (if appropriate) - \$1,000,000.
- Bonding (if appropriate).
- Minimum amounts: \$25,000.
- Maximum amounts: \$100,000.
- Workers' compensation - (as required by state law).
- Bus Transportation liability (if applicable, and as required by state law).

The District shall provide timely notice if coverage limits are changed. Insurance terms and conditions must be reasonably acceptable to 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. Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District. The School shall provide certificates of insurance to the District's Risk Manager by July 1, annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the District's Risk Manager. The School shall notify the District's Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

5.5 Waivers

- A. General. In general, waivers are neither necessary nor appropriate when a statute, rule or policy by its express terms does not apply to a charter School, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute, rule or policy arguably applies to the School and is inconsistent with the School's operational or educational needs.
- B. State Laws and Regulations
 - i. Automatic waivers. Pursuant to C.R.S. § 22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is not required to submit a replacement plan, or statement, to the CDE, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule.

- ii. Procedures for additional non-automatic waiver requests. The District Board of Education agrees to jointly request waiver of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 7. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.
- iii. Subsequent waiver requests. The School may request additional non-automatic waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board if the District's Board first approves the request. Board of Education approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

C. District Policies

- i. Additional waivers. The School shall be granted certain waivers from District policies set forth in Attachment 8 to the extent permitted by state law
- ii. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the Board at its next regular meeting. The Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

5.6 Evaluations and Trainings

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the Lead Administrator at least annually in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Agreement.

- B. The Lead Administrator or her/his designee shall conduct performance evaluations of the School's employees at least annually in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Agreement.
- C. Training. The Charter Board shall adopt a policy for its annual training plan. Further, Charter Board members will satisfactorily complete the online charter school governing board training recommended by the CDE, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion); or (b) being seated on the Board (for all future Board members), whichever comes first. Failure to complete this requirement will be noted in the annual performance report compiled by the District, and the District may opt to treat such failure as a material breach of this Contract.

6.0 School Enrollment and Demographics

6.1 School grade levels.

The School may serve students in grades Kindergarten through grade 12.

6.2 Student demographics.

As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), School enrollment decisions shall be made by the School in a nondiscriminatory manner. The School shall have and implement a recruitment and enrollment plan 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, making reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch programs, English Language Learners, and special education programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall make reasonable progress toward this goal. The parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in Attachment 9. The School shall document all evidence of said effort in its required recruitment and enrollment plan.

6.3 Maximum and minimum enrollment.

The School and the District agree that during the term of this Contract, the School's total funded enrollment shall be no more than 600 K-12 student FTE's. This limitation on the number of enrolled students is acknowledged by the School and the District as necessary to facilitate the academic success of the students enrolled in the School, to facilitate the School's ability to achieve its mission and objectives, and to ensure that the School's enrollment does not exceed the capacity of the School's facility and site. The minimum enrollment is 300 K-12 student FTE's, which is determined to be the lowest enrollment necessary for financial viability. These numbers may be revised consistent with the plan approved pursuant to 6.1.

6.4 Eligibility for enrollment.

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

Further, and notwithstanding the content of Attachment 9 or any other provision of this Agreement pertaining to enrollment preferences and selection method, the parties acknowledge and agree that: (1) the School will not interpret or apply the content of Attachment 9 in any manner that would result in discriminatory enrollment on the basis of disability, academic ability, or any other basis prohibited by law, and further; (2) the parties shall as soon as practicable but by no later than August 1, 2018, and annually thereafter, meet to assess and address (including potential modification of this Agreement / Attachment 9 or entry by the School into a cooperative agreement with a postsecondary education provider other than FRCC) the impact and legal effect of FRCC academic requirements on School enrollment; and (3) that effective immediately, all parents of students enrolling at the high school level are notified that failure of the student to attain the "Accuplacer" scores referenced in Attachment 9 shall not be a bar to admission into the School.

6.5 Enrollment preferences, selection method, timeline, and procedures.

Enrollment preferences, selection method, timeline, and procedures are described in Attachment 9.

6.6 Admission process and procedures for enrollment of students with disabilities or a Section 504 plan.

To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- A. Following the application deadline and upon completing the lottery if appropriate and application process, the School shall require that the student/District provide the most recent IEP or Section 504 Plan, if any. Notwithstanding the foregoing, under no circumstances shall the School require prior to completion of any lottery or enrollment process disclosure of a student's IEP or Section 504 Plan.
- B. When an applicant has an IEP or Section 504 Plan, prior to the decision to admit or deny admission, a screening team consisting of the School Principal or designee, the School special education coordinator, and a District representative shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a documented determination whether the services and space and accommodation that can reasonably be made available at the School are sufficient to deliver a Free Appropriate Public Education ("FAPE") and any programming required by the IEP or the accommodations required by the Section 504 Plan. If the screening team cannot reach consensus that the student can be admitted, an IEP team or Section 504 team shall be convened to make the documented final determination.
- C. When an applicant has an IEP or Section 504 Plan that indicates the student's placement is in a center-based program, the School Principal or designee, the School special education coordinator, and a District representative will determine if the type of center-based program indicated on the student's IEP is available in the School and the staffing and resources are available in the building to provide the student with a FAPE as determined on the IEP. If the type of center-based program and/or staffing and resources are not available, the School Principal or designee shall convene an IEP Team meeting. The student's application is contingent upon a documented determination by the IEP Team that the student can receive a FAPE in the least restrictive environment ("LRE") at the School. If the IEP Team determines that FAPE is not available, the student's application for enrollment will be denied and the student's current placement will remain as determined by the prior IEP Team unless changed at the School IEP Team meeting. The School shall invite representatives of the student's prior school to participate in the IEP Team meeting at the School.
- D. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted having an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of the existing IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

- E. Chargeback for students with disabilities that return to the District. If, after enrolling a District student, the School determines that it is unable to provide FAPE, the student may return to the District and the School shall be responsible for the actual costs incurred by the District in providing the student with FAPE for the remainder of the school year.
- F. The School acknowledges and agrees that decisions related to any determination that the School cannot accommodate a student on either an IEP or Section 504 Plan must meet the relatively high standard that demonstrates that such accommodation would represent a “fundamental alteration” of the School’s program, and that financial cost alone, or the fact that the student requires an accommodation or modification the School does not currently offer, is rarely if ever an acceptable basis for not providing such accommodation or modification.

6.7 Participation in other district programs.

No student may be jointly enrolled in the School and another District school or program except as stated herein, otherwise allowed by and in accordance with District policy, or through a separate written agreement between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.

6.8 Non-resident admissions.

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

6.9 Student movement after enrollment.

After enrollment in the School, any movement of students between the School and any District school, including the school serving the student’s resident address that is not operated pursuant to a charter school contract, shall be in accordance with the District transfer process. Requests for transfer to a District school shall not be unreasonably denied.

6.10 Expulsion and denial of admission.

The School has adopted and may revise its own set of written policies concerning standards of student conduct and discipline and shall be granted a waiver from corresponding District policies so long as the policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student as set forth in C.R.S. § 22-33-105. In the event the School proposes to expel a student, it shall notify the District administrator responsible for student discipline within 5 school days of the decision to propose expulsion. The School shall offer the student in writing an opportunity for a due process hearing before an independent hearing officer retained at the School's sole cost, including the opportunity to present appropriate testimony and evidence at the hearing and an opportunity to appeal the School's decision to the School's governing board, all consistent with C.R.S. § 22-33-106. The School's governing board shall issue a written decision on any such appeal, copied to the District administrator responsible for student discipline. If a student is expelled from the School, the student will be considered to be expelled from the District as well.

Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School. Any general education services or alternative education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. The School shall notify the student in writing of all legally required post-expulsion services and related information pursuant to C.R.S. § 22-33-203, and such notice shall be copied to the District Superintendent or designee.

The School shall code all suspensions and expulsions in accordance with the District's practices for its student information system.

Notwithstanding any School policy or procedure to the contrary, all denials of admission by the School of any applicant with an IEP or Section 504 Plan shall be in writing and copied to the District Superintendent or designee.

6.11 Continuing enrollment.

Students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, voluntary withdrawal, court order, or IEP placement into a different school. Students wishing to transfer from the School to another school in the District may do so only as allowed by the District's within-District choice and transfer procedures. Notwithstanding the foregoing, enrollment in the high school is subject to the enrollment policy and preferences put forth in Attachment 9.

6.12 Student Code of Conduct and Annual Notices.

The School shall make available to parents and students no later than the first day of each school year a student code of conduct that includes all notices and policies required by law to be shared with parents and students, including without limitation, anti-discrimination notices consistent with the requirements of 34 C.F.R. Sections 100.6(d), 106.9, 104.8, 110.25, and 108.9, and 28 C.F.R. Section 35.106, which include (1) a statement by the School of non-discrimination that specifies the basis for non-discrimination; and (2) identification by name or title, address, and telephone number of the School employee or employees responsible for coordinating the School's compliance efforts. All such notices shall be distributed and published in both English and Spanish, and otherwise communicated to parents in their preferred language as mandated by federal law.

7.0 Educational Program

7.1 School Mission, Vision, Goals and Objectives.

The School shall meet or make reasonable progress toward the goals objectives described in Attachment 1:

- A. District accreditation. The School shall be accredited in accordance with written District guidelines and state law, and as otherwise provided pursuant to this Agreement. 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.
- B. District finance, governance, and operations standards. The School shall meet or exceed District standards, if any, for charter schools in the areas of finance, governance and operations. 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.
- C. Opportunity for comment. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.

7.2 Educational program characteristics.

The School shall implement and maintain the characteristics of its educational program, subject to modification with the District's written approval, as described in Attachment 2.

7.3 GED and on-line programs.

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

7.4 Curriculum, instructional program, and pupil performance standards.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.5 Graduation requirements.

The School shall develop and submit to the District for approval a policy setting forth its graduation requirements which shall align with state graduation guidelines, and which shall otherwise not be lower than the District's requirements.

7.6 English language learners.

- A. The School shall provide all necessary and appropriate financial and other resources and support required to follow District policy, any future agreement or plan between the District and any state or federal oversight authorities concerning English Language Learners ("ELLs"), and all applicable state and federal laws and regulations concerning the identification of and delivery of appropriate educational services to students who are ELLs in order to enable them to acquire sufficient English language proficiency to participate in mainstream English language instructional programs.
- B. As part of its enrollment procedures, the School shall conduct a home language survey for purposes of determining whether English language acquisition support services are necessary. Consistent with District procedures, the School shall submit the results of surveys to the District's English Language Acquisition Department. For those students identified as requiring further assessment under state and federal law via the state English language proficiency assessment, the School shall be responsible for timely administering such assessments and reporting results to the District. The School shall be responsible to report to the District annually as referenced below on the progress of all identified ELL students regarding achievement on annual measurable achievement objectives as assessed during the annual testing window established by the CDE. The District will provide access to all District-sponsored trainings regarding assessment and provision of English Language Acquisition services. Notwithstanding any other provision of this Contract, the School shall annually

submit a narrative report and supporting data documenting compliance with all requirements of the federal Equal Educational Opportunity Act, and Title VI of the Civil Rights Act of 1964. That report shall be annually delivered to the District no later than July 1, and comprehensively track all sections and related requirements referenced in Part II of the “Dear Colleague” letter dated January 7, 2015, by the United States Department of Justice and United States Department of Education Office for Civil Rights.

- C. In furtherance of this section, the School agrees to comply, including without limitation the provisions regarding the delivery of ELL instruction, training and qualifications of administrators and teachers, translation and interpreter services for Limited English proficient parents, provision of meaningful access for ELLs to all curricular and extracurricular programs, provision of FAPE and mandatory ELL services to dual identified ELLs who have an IEP or Section 504 Plan, and monitoring of current and exited ELLs and opt-outs. The School further agrees to allow the District to conduct on-site monitoring to ensure the School is in compliance with applicable legal requirements. Any non-compliance observed by the District will be reported to the School in writing. The School agrees to and shall remedy such non-compliance promptly. In no case may the School take more than 30 calendar days to remedy such non-compliance.
- D. Should the School fail to adequately remedy any non-compliance, the District may opt to draft a remediation plan designed to cure such non-compliance. The School shall immediately implement any remediation plan the District provides in its entirety. The School further agrees not to deviate from or suspend the remediation plan without first obtaining consent from the District. Consent from the District shall not be unreasonably withheld so long as the School has shown that the remediation plan was effective in curing the non-compliance and the school has mechanisms in place, including without limitation changes to policies, procedures or instructional practices, sufficient to ensure that further non-compliance will not occur.
- E. The School agrees and understands that any breach of this section 7.6 and the legal requirements subsumed therein, failure to submit the required annual report that comprehensively addresses all requirements included in Part II of the above-referenced January 7, 2015 “Dear Colleague” letter, or encouraging parents to opt out of receipt of ELL programming, or otherwise dissuading parents from exercising their right to require that their student receive such services, will be considered a material breach, and the District may take any steps necessary under the Contract to cure such breach, including without limitation requiring the School to undertake additional corrective action, , or revocation or termination of the School’s charter contract.

7.9 Education of students with disabilities.

- A. Compliance Requirements. The School agrees to comply with all District policies, the District's Special Education Comprehensive Plan, the State Performance Plan Indicators and the requirements of federal and state law concerning the education of students with disabilities. The School will provide a FAPE, including Section 504 accommodations and special education and related services to eligible students with disabilities enrolled in the School, at a level consistent with other schools in the District serving the same grade levels.

A description of the special education services to be provided by the District and their cost is set forth below, including in Paragraph 7.9.H. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, the responsibility and costs for providing such transportation shall be the sole responsibility of the School, unless determined otherwise in accordance with the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400, *et seq.* ("IDEA") and other applicable laws. A District representative shall participate in any meeting in which the provision of transportation for a student with a disability enrolled at the School is being determined.

- B. Monitoring. The School shall cooperate with the District in submitting all necessary reports and information and in meeting other administrative requirements of the District under state and federal laws applicable to the education of students with disabilities. The District Compliance Director or designee may monitor the School's compliance and direct such changes as necessary to comply with law or state or District policies concerning the School's referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities.
- C. Enrollment of Students with Disabilities. The School shall follow the procedure described in Section 6.6 when enrolling students with disabilities.
- D. Delivery of Special Education Services. Except to the extent provided otherwise in this Contract, the School shall solely be responsible for the costs of providing all IDEA and ECEA mandated services, including those specialized instructional and related services required pursuant to student IEPs, the services, modifications or accommodations required by a student's Section 504 Plan, the services described in 7.9.G below, and those services that are typically provided by regular education teachers through the normal educational program, including without limitation, the cost of the regular education teacher and typical educational supplies and services generally made available to all students.

E. The School shall direct the development and/or modification of any IEP for special education students of the School. The District Compliance Director, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services as needed to ensure compliance with federal and State regulations. The School shall use District special education forms, software, and procedures and shall document compliance with the requirements of federal and State law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

F. Scope of Special Education Services.

- i. All District schools, including the School, shall offer a continuum of special education services up to and including support services as may be required to provide a FAPE to students with disabilities. The School will provide special education and related services to students in all disability categories and across a wide spectrum of severity ratings who can receive a FAPE within the School's program, including but not limited to students identified with learning, speech language, emotional, and other needs.
- ii. It is recognized that the School, like the District's other schools, may from time to time encounter students already enrolled who cannot receive an appropriate education in the School's program. For such students, the School shall notify the District's Compliance Director or designee, and follow the procedures stated in 6.6. In the event the School enrolls a student and during the same school year it is thereafter determined that the student requires different or additional special education services than initially anticipated, including out-of-District / day treatment facility placements, the School shall be required to provide or arrange for appropriate services during the term of the student's continued enrollment in the School and to pay any attendant costs therefore except as may be provided by law.
- iii. Notwithstanding any provision of this Agreement to the contrary, for out-of-District students who enroll at the School pursuant to open enrollment/choice, the School shall remain solely liable for all costs of providing educational services, including applicable transportation services, for the duration of the student's matriculation through either the primary or secondary level, consistent with District policy. Further, the School shall be required to secure the attendance at all IEP meetings of a representative of the student's home district.

G. Special Education Personnel/Service Requirements.

- i. The School shall provide all IDEA and ECEA required educational services at the School. The School's personnel shall be responsible for, without limitation, developing student IEPs; providing IDEA transition services for students ages 18-21, identifying and referring students as provided by the federal Child Find mandate and District guidelines for assessment of special education needs and determination of eligibility for special education services; maintaining records as required by law; providing related services and assistive technology as appropriate; providing tiered pre-referral interventions to the extent required by law or District policy; obtaining informed parental consent for initial evaluations, re-evaluations, and provision of services; providing parents with Procedural Safeguards Notices and Prior Written Notices; providing Extended School Year services; conducting manifestation determination reviews and functional behavior assessments, and preparing behavior intervention plans, as required by law or District policy; and properly carrying out the applicable requirements of each IEP. Special education services provided by the School shall be delivered by teachers, paraprofessionals, and related service providers who are properly licensed, endorsed and trained pursuant to the requirements of the State of Colorado and CDE and who are "highly qualified" within the meaning of the federal Every Student Succeeds Act ("ESSA") and state regulation.
- ii. Upon request by the District, the School will provide all requested or appropriate documentation to demonstrate the licensure status of School personnel providing special education or related services and of independent contractors providing special education or related services, and, the training received by said personnel, and the steps taken by the School to comply with the requirements of the IDEA, Exceptional Children's Education Act, C.R.S. §§ 22-20-101, *et seq.* ("ECEA"), and ESSA. The School shall promptly provide the District with documentation that updates this information during the course of the school year to the extent that it has changes in its personnel, independent contractors, or training for staff.
- iii. The School is responsible for hiring or contracting all staff, including sufficient numbers of special education teachers and special education paraprofessionals) and services related to the provision of special education services. The District agrees to provide reasonable assistance when practicable to the School in recruiting qualified special education staff upon request.
- iv. The School shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified.
- v. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.

- vi. The School shall have access to and utilize District’s special education / IEP software, at such cost as provided for under this Agreement.
- H. District Administrative Support. Funding for District support shall be provided by the School pursuant to the terms of this Agreement, including as referenced in Attachment 10. Special education administrative support services provided by the District for the benefit of the School, include preparation of annual financial and operational plans to CDE required by the District’s status as special education administrative unit for the School; attendance by the District’s Compliance Director or a qualified District designee, as deemed appropriate by the District’s Director, at IEP meetings for the School’s students; attendance at the mandatory state meetings for administrative units; preparation of documentation required by the state and federal governments for receipt of ECEA and IDEA funding; assistance to the School in completing the annual December 1 count of students with disabilities; data entry of special education data into the student data management system; review and monitoring of the School’s special education records; access at no cost to District assessment instruments preparation of all of the special education staff data required by CDE, and routine consultation with the District’s designated representative
- I. Excess Costs. Except to the extent the District has expressly assumed liability under this Contract for such costs, the School shall not charge or attempt to charge the District for excess costs, tuition, or any portion whatsoever of the costs incurred by the School in educating any student with disabilities, whether pursuant to C.R.S. § 22-20-109(5), or any other statute, except that the School shall be entitled to receive such per pupil and categorical special education funds as is otherwise provided for in this Agreement. To the extent the School seeks to obtain payment of any such costs from any other school district, the School shall be solely responsible for identifying and recovering such costs.
- J. Special Education Claims and Reserve Account.
- i. Administrative Proceedings. Subject to Section 7.9(J)(iii) below, the School shall be responsible for the administration and defense of all claims, including federal complaints and “due process” requests, made or filed by or on behalf of students enrolled, or who seek to enroll, in the School.
 - ii. Adjustment of Claims. The parties acknowledge that applicable law may be construed to charge the District with ultimate responsibility to ensure that students enrolled in the School are not discriminated against on the basis of disability and do receive a FAPE. Accordingly, the District shall at all times have the right to compromise, adjust, or otherwise resolve any complaint, claim, or civil action in which it is alleged that the School has

failed to provide any student with a FAPE or has otherwise discriminated against any student on the basis of disability, or to direct the School to do so in a specified manner. The School shall be solely responsible for the cost of legal defense costs, any payment made, or services agreed to be provided to resolve any such complaint or claim, provided that the District shall consult with the School and consider the School's concerns and the unique characteristics of the School's educational program prior to any agreement requiring the payment of money or the provision of services in settlement of any such complaint or claim.

- iii. Indemnity. The School shall indemnify and hold the District harmless from any claim, damages, or costs (including, without limitation, attorneys' fees, litigation costs, and the costs of compensatory education) and damages related to any claim, complaint, administrative proceeding, investigation, or civil action arising from or related to the School's identification, enrollment, or placement of, or the provision or failure to provide special education services, accommodations or modifications to any student who enrolls or has sought enrollment in the School. The School shall promptly notify the District whenever it knows or reasonably believes any claim has been or is likely to be asserted, any complaint has been filed with any administrative agency, or any administrative or judicial proceeding has been or is likely to be commenced. Upon receipt of such notice, the District shall have the right to conduct such investigation, retain such counsel, and take such other actions as it may deem reasonably necessary to protect its interests. The District shall be entitled to have one or more representatives attend any meeting or proceeding regarding any such matter and shall be provided sufficient notice to permit such attendance. The School shall cooperate fully with the District with respect to all such actions described in this section.
- iv. Special Education Reserve Account.
 - a. The School shall maintain a separate special education reserve account as a financial reserve to ensure compliance with the foregoing indemnity provision. Such reserve shall not in any way limit the School's obligation to indemnify the District pursuant to any provision of this Contract; in the event the special education reserve account is insufficient to fully pay costs incurred in connection with any claim or claims, the School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The funds held in reserve may be used by the School pursuant to the foregoing indemnity and adjustment provisions and may be used to pay costs directly related to the defense or resolution of any claim or complaint asserted or made by or on behalf of any student with disabilities or any student asserting to be a student with disabilities.

- b. For the 2018-2019 school year, the special education reserve shall be at least \$125,000, and the full \$125,000 may count toward the School's TABOR Reserve. For the 2019-2020 school year, the special education reserve shall be at least \$150,000, and \$75,000 may count toward the School's TABOR Reserve. For the 2020-2021 school year, the special education reserve shall be at least \$175,000, and none of the special education reserve may count toward the School's TABOR Reserve. For the 2021-2022 school year and all subsequent school years the special education reserve shall be at least \$200,000. Except as provided above, the School shall keep the special education reserve separate from and not be utilized to satisfy a portion of the School's TABOR Reserve requirements. Any amount of the special education reserve not used to satisfy a portion of the School's TABOR Reserve shall be maintained in a separate financial account identified under the CDE chart of accounts system.
- c. Only with the District's written agreement, the School may use funds from the reserve to pay for extraordinary costs required to provide a FAPE to a special education student where such extraordinary costs could not reasonably have been anticipated by the School prior to the school year. If money is withdrawn from the reserve fund, the School shall be required to replace all sums withdrawn by the end of the current fiscal year.

K. State and Federal Funding.

- i. The School shall receive 100 percent of Tier A and Tier B per pupil ECEA funds received by the District for special education students enrolled in the School and counted in the School's prior year December special education pupil count. The School shall also receive 100 percent of IDEA funds received by the District during each school year for special education pupils enrolled in the School's special education pupil count during the previous school year. The School agrees that no funds will be available for any special education students whose records are not in compliance with state and federal requirements, and will ensure that all special education students have a valid IEP with correctly submitted and entered data as required for the December count. The parties agree that the District shall distribute the foregoing amounts for ECEA in two allocations of 90% and 10% as distributed by CDE. For IDEA the District will distribute to the School upon receipt of complete and accurate time and effort reporting and/or other expenditure documentation as required by 2 C.F.R. Part 200 of the Uniform Grant Guidance.
- ii. In the event the School enrolls a special needs student who might qualify for Tier C state funding (currently pupils with annual education costs in excess of \$40,000) the District shall submit on the School's behalf, or shall

authorize the School to present directly to the Colorado Department of Education, a request for Tier C funding for such pupil(s), and the School shall receive 100% of any Tier C funds received for that student(s).

- L. Section 504. As a recipient of federal funds, the School is at its sole cost responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for protections under that law. The School shall comply with its obligations by identifying a Section 504 coordinator for the School who shall participate in any mandatory Section 504 trainings provided by the District, and by developing a written Section 504 plan for any student eligible for such a plan. The District's Compliance Director or designee may, subject to the Coordinator's availability and District workload, and as a purchased service pursuant to Attachment 10, review the School's referral process, evaluations, reevaluations, programming and provision of services for students eligible for protections under Section 504 and direct such changes as s/he may deem necessary, provided that the failure of the District's coordinator to direct any change at the School shall not make the District legally or financially responsible for the School's noncompliance.

7.10 Collaboration with District

- A. The School shall provide reasonable notice to the District before opening any before, after school or summer program.
- B. The School shall provide reasonable notice to the District before entering into any partnership or intergovernmental agreements with other government entities.

7.11 Tuition and Fees

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. §22-20-109(5), § 22-32-115(1) and (2) and § 22-54-109, other than for PRE-K, full-day kindergarten programs, before and after school programs or as otherwise permitted by law.
- B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. §22-32-110(1)(o) & (p) and § 22-32-117, and any applicable District policy not otherwise waived.
- C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board regulations.

8.0 Financial Matters

8.1 Revenues.

- A. District per pupil revenue funding. District per pupil revenues (“PPR”) shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction grant payments pursuant to C.R.S. §22-54-124, minus the following: the estimated amount of the School’s per pupil share of the central administrative overhead costs (up to five percent of PPR) based on the prior year’s central administrative overhead costs and the current year budgeted pupil count, as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement, less deductions for direct costs, optional purchased services, less intercept transfers per the State Treasurer Charter Intercept Agreement, less other deductions as provided herein and adjusted as provided herein, including as referenced in Attachment 10. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

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

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by law. The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap referenced above.

- B. Mill Levy funds. Mill Levy funds will be distributed to the School in accordance with C.R.S. 22-32-108.5, including any plan implemented by the District Board of Education pursuant to that statutory provision.
- C. Federal categorical aid. Except as provided otherwise in this Contract, each year the District shall provide to the School the School’s proportionate share of applicable federal Elementary and Secondary Education Act (“ESEA”) funding (e.g., Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the CDE as required. Funds shall be

distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation. Should the School fail to timely or adequately submit required information, the District may in its sole discretion choose to pursue federal categorical aid without the participation of the School. The School will not be eligible for any of the funds received by the District for categorical aid where the School was untimely, inaccurate or otherwise failed to meet the requirements or deadlines for such aid and the District applies for and receives aid without the participation of the School.

- D. State categorical aid. Each year the District shall provide to the School the School's proportionate share of applicable state categorical aid (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) received by the District for which the School is eligible (including but limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the CDE as required.
- E. Bond Issues. Pursuant to C.R.S. §22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. 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. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. §22-30.5-404 and 405.
- F. Other Grants. The School will receive their equitable share of the money the District receives through relevant State and Federal grants.

8.2 Disbursement of Per Pupil Revenue.

- A. Disbursement of District per pupil revenue funding. Commencing in July of each fiscal year of the contract term, District per pupil revenue funding as described in Section 8.1.A shall 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 shall be based on the School's enrollment projections submitted in accordance with Section 8.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 8.2.B. Funds shall be disbursed within five (5) days of being received by the District.

- B. Adjustment to funding. The District's disbursement of funds shall be adjusted as follows: in January of each year, 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 this District and not otherwise deducted. Funding each month may also be adjusted for any services provided by 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 shall be made to the School's funding. Any adjustments to funding so that funding is equal to the PPR provided for in this Contract shall be made by direct payment to the School or the District.

8.3 Budget.

On or before May 31 of each year, the School shall submit to the District its proposed balanced budget for the following school year. The School shall ensure that its proposed budget complies with state law and the terms and conditions of this Contract. The budget shall be prepared in accordance with C.R.S. §22-30.5-111.7(1)(a) and §22-30.5-112(7), and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this Section may result in the District initiating remedies described in Section 3.2.I.

8.4 Enrollment projections.

Each year by December 1, the School shall provide the District with preliminary estimates of its anticipated enrollment for the next five years along with any discussion or plans under consideration for any increase or decrease of enrollment greater than five percent (5%) of the official membership for the current school year. On or before February 1 of each year, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its

future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.5 TABOR reserve.

The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ('TABOR Reserve'). The School is solely responsible for maintaining a TABOR Reserve in accordance with and adequate to meet the requirements of Article X, Section 20 of the Colorado Constitution.

8.6 Contracting.

The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and the School's authority to Contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each Contract or legal relationship entered into by the School having a value greater than \$500 shall include the following provisions:

- A. 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.
- B. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board unless reserves have been irrevocably pledged by the Charter Board to pay future year's obligations under such agreement.

8.7 Annual audit and electronic (trial balance) data file.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in written form by September 26 of each year. The School shall pay for the audit. In addition, the School shall provide the final trial balance in an electronic format (excel) to the District using the CDE chart of accounts and file format with the submission of the annual independent financial audit. If, for causes within the School's control, the audit, or a draft final version of the audit to the extent allowable by law, is not provided to the District by September 26 of each year, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District

by September 26 is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time.

8.8 Monthly reporting.

The School shall prepare monthly financial reports for the District in compliance with C.R.S. §22-45-102(l)(b), and post required reports pursuant to C.R.S. § 22-44-301, *et seq.* Such reports shall be submitted to the District no later than fifteen (15) days following the end of each month except that all June and year end reports shall be submitted with the annual independent financial audit.

8.9 Non-commingling.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.10 Encumbrances and borrowing.

During the term of this Contract, the School shall not encumber any of its assets without the written permission of the District. Any borrowing by the School above ten percent (10%) of the School's budget shall be subject to prior District approval.

8.11 Loans.

No loans may be made by the School to any person or entity (other than reasonable employee advances or to another related or an affiliated entity) for any purpose without District approval.

9.0 Personnel

9.1 Employee status.

All employees hired by the School shall be employees of the School and not the District. All employee discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted by the School to the District by August 15, annually. The Handbook may be amended or revised at the discretion of the School.

A. Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by State and federal applicable laws, rules and

regulations, including but not limited to C.R.S. §22-30.5-110.5 and §22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the school complete the requisite background checks.

10.0 Service Contracts with the 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 C.R.S. §22-30.5-112(2) (b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply. Unless set forth in this agreement or a separate agreement, such costs should be reflected in Attachment 10. If the School and the District do not reach agreement regarding the payment of such direct costs prior to the end of a fiscal year, the District shall be barred from withholding from the School any moneys as reimbursement for direct costs. The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder with the itemized accounting provided pursuant to Section 8.1.A above.

10.2 District services.

Except as is set forth in Attachment 10 or as otherwise specifically provided in this Contract, the School shall not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed in writing. Such agreements shall be finalized May 31 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

The School acknowledges and agrees that due to District staff and resource limitations, the District does not warrant or represent that any District services referenced in Attachment 10 will actually be available, and that that availability is subject to workload, availability, and capacity constraints on District staff.

The School further acknowledges and agrees that in the event that District services are unavailable, the School will be solely responsible for adding additional qualified FTE/staffing, or retaining qualified third-party contractors to fulfill the School's obligations under this Agreement.

11.0 Facilities

11.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it.

11.2 Use of district facilities.

The School may not use District facilities for activities and events without prior written consent from the District. Any use of District facilities must be arranged through the District's Facilities Reservations Department and shall be subject to applicable usage fees.

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 shall 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.

12.0 Charter Renewal, Revocation and School-Initiated Closure

12.1 Renewal timeline and process.

The School shall submit its renewal application by December 1 of the year before the School's Contract expires. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The Board of Education shall act on the renewal application by resolution no later than February 1 of the year the School's Contract expires following a public hearing where the School shall have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

12.2 Renewal 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 shall be provided to the School by the District prior to July 1 of the year in which the application is due. The District may modify this format, but shall not do so prior to seeking input from the School.

12.3 Criteria for renewal or non-renewal and revocation.

The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. §22-30.5-110.3, as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or denial also include but are not limited to, failure to meet adequate progress toward achievement of the goals, objectives, targets for the measures used to determine the levels of attainment of the performance indicators, applicable federal requirements, or other terms or conditions identified in this Agreement. Those requirements include:

- A. Pursuant to C.R.S. §22-11-210 (1) (d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of three (3) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406 (3).

12.4 Termination and appeal procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.J. Termination shall 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 3.2.I) for breach.

12.5 School-initiated closure.

Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the

school year. Notice would ideally be given by January 1 to allow families to take advantage of District choice enrollment dates.

12.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; 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 shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.7 below and 2) reassignment of students to different schools. School personnel and the School's governing board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.7 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, shall be returned to and shall remain the property of the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for-profit organization.

13.0 General Provisions

13.1 Order of precedence.

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies of the District Board of Education that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices

developed during the term of the charter contract shall take precedence over the Application.

13.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the School's governing body and executed by the Superintendent of the District and an authorized representative of the School's governing body.

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 shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

13.5 Governing law and enforceability.

This Contract shall 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 shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, 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 shall be strictly reserved to the District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

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 shall constitute a waiver of any other breach. Nor shall any provision of this Contract be deemed to constitute a

relinquishment or waiver by either party of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act.

13.8 Notice.

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

13.9 Severability.

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

13.10 Interpretation.

- A. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and Board of Education policies, procedures, regulations, or other requirements, unless waived, compliance by the School shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable district schools.
- B. **Business Days.**
As used in this Contract “business day” means any day other than a Saturday or Sunday or a day on which government institutions in the state of Colorado are closed. All other references simply to “day” shall mean a calendar day.
- C. **Counterparts; Signature by Facsimile.** This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.
- D. **Conflict with Exhibits.** In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

13.11. Paragraph / Caption Headings.

The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.

Westgate Community School

By: Michelle Zeles-Hahn
President (Michelle Zeles-Hahn)
Board of Directors

Date: 6/13/18

ADAMS 12 FIVE STAR SCHOOLS

By: Chris Gdowski
Chris Gdowski
Superintendent

Date: 6-20-18

Attachment 1: School Mission, Vision, Goals & Objectives

TIP

Goals and objectives should be in S.M.A.R.T. format: Specific (concrete, detailed, well defined), Measurable (numbers, quantity, comparison), Attainable/ Achievable (feasible, actionable), Relevant (considering resources and strategy), Time-Bound (a defined time line).

The Mission of Westgate Community School

Westgate Community School is a small school of innovation that seeks to serve gifted students who would benefit from a creative, collaborative and less traditional educational environment.

Vision Statement

At Westgate Community School, gifted learners will explore their passions and develop their knowledge and skills, achieving success by focusing on individualized goals in a community centered on academic, personal, social, and technological excellence.

Attachment 2:

Educational Program Characteristics

The Programming of Westgate Community School

Westgate Community School is a K-12 school

K-8 Programming:

- Inclusive gifted education all day, every day – All students can benefit from the experience of gifted education.
- Advocacy in every grade with a daily classroom social-emotional meeting.
- Universal Design for Learning utilized in every classroom for every student
 - All clocks are located above the door
 - All classrooms utilize a visual schedule and calendar located next to the door
 - Universal Furniture
 - Universal Organizational System
- Needs-based classrooms for literacy and math
- Multi-age Teams (1/2, 3/4, 5/6, and 7/8)
 - This provides multiple opportunities for students to

accept leadership roles within their Team structure

- Looping on a Team gives students the opportunity to build team culture and community while passing that information on to the next grade which preserves team traditions and team identity

- Work at Home Policy:

Typically, Westgate students do not have school work to complete at home. Westgate wants them to have time to be kids, spend time with family, and pursue other passions.

Exceptions to this norm are:

1. When a student has make-up work from absences
2. When extra practice is needed to become proficient in a skill
3. When a student has been unproductive during their class time
4. When there is a special “at home project.”

If the student does have homework, the teacher will email you by the end of the day to inform you of the homework. Any and all instructions need to be included in the email to parents to ensure they can provide help to their student. The teacher will also provide the deadline of when the work needs to be completed and turned in so the student can receive a grade. If you need further explanation, please reach out to the teacher as soon as possible.

- Environment Education and Service Learning embedded into the curriculum and school day
 - School-wide Recycling and Composting campaign
 - Adoption of Washington Street, Clean-Ups by Teams with the Environmental Education Coordinator once monthly
 - Partnership with KIVA
 - Classroom Activities with our Chickens and Gardens on Campus
 - Green Up Our School Grant Recipient 2017
- All students have recess. Play and physical activity are important components of learning and growth.
 - K-4 receives a morning recess and half hour recess before lunch
 - 5-8 students have the half hour recess prior to lunch daily
 - Mindfulness practiced throughout the school
 - After School Clubs offered to all students K-12

High School Programming:

- Small school, Early College model with only 25 students per grade
- Concurrent Enrollment opportunities for all students enrolled in the Westgate High

School Program. Every student has the opportunity to earn their Associates Degree while completing their high school diploma.

- Westgate students have taken over 2000 hours in over 35 departments at FRCC
- Approximately one-third of Westgate graduates have earned their Associates Degree or advanced certificates such as Certified Nurse Assistant, Computer Information Systems and Automotive Technology.
- College classes are taken at the FRCC Westminster Campus. WCS students learn alongside college students who offer our students broad perspectives and intellectual peers of all ages within their courses
- Service Learning embedded in the school week

Weekly on Friday afternoons – multi-age groups working together to positively impact the school community

- Governance Group
- Composting Group
- Westgate Student Learning Garden and Greenhouse – The greenhouse was designed by a (then) 7th grade student, funded through a grant applied for by that student in coordination with our School Board and was built by high

- school students, teachers, staff and parent volunteers
- Senior Internships
- Chicken Coop “Chicken Tenders” – students and parents who care for our flock of chickens, clean and maintain their living environment, and retrieve, clean, candle and grade the organic eggs
- Community Construction Group – Building items needed for chickens, gardens, composting, etc.
- Technology Group – creating a web page to track the impact of the student service work and creating a Composting Game to encourage our students and families to compost
- Yearly Service Learning Trips
 - Freshman – Act Locally – Salvation Army, National Park Clean-up
 - Sophomores – Serve our State – Wolf Sanctuary
 - Juniors – Build our Nation – Habitat for Humanity Build in Taos, New Mexico
 - Seniors – Impact the World – Costa Rica Community Build; Belize Turtle Conservation

Governance, Records, and Charter Schools

1. Colorado Charter Schools Act: 22-30.5
2. Colorado Open Meetings Law: 24-6-401 *et seq.*
3. Colorado Open Records Act: 24-72-201 *et seq.*
4. Family Educational Rights and Privacy Act of 1974: 20 U.S.C 1232g
5. Colorado Code of Ethics: 24-18-101 *et seq.*
6. Non-Profit Corporation Act: 7-121-101 *et seq.*

Safety and Discipline

7. Certificate of occupancy for the school facility: 22-32-124
8. Safe School Plan: 22-32-109.1(2)
9. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
10. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
11. Services for expelled students: 22-33-203
12. Child Protection Act of 1987: 19-3-301 *et seq.*
13. Background checks for employees: 22-1-121

Educational Accountability

14. Educational Accountability: 22-7-101 *et seq.*, 22-11-101 *et seq.* (especially 22-11-210 and 22-11-401 *et seq.*)
15. Accreditation: Accreditation Rules of the State Board of Education: 1 CCR 301-1
16. ESEA Act: P.L. 107-110
17. Colorado READ Act: 22-7-1201 *et seq.*
18. Graduation Requirements: Adopted by the State Board pursuant to 22-2-106 (*See CDE website for most up to date guidelines*).
19. Postsecondary and workforce planning, preparation, and readiness assessments: 22-7-106

Curriculum, Instruction, and Extra-Curricular Activities

- | | |
|--|---|
| 20. Instruction in federal and state history and government: 22-1-104 | |
| 21. Honor and use of the U.S. Flag: 22-1-106 | 28. Discipline of students with disabilities: 20 U.S.C 1415(k), 34 C.F.R. 519-529 |
| 22. Instruction in the Constitution: 22-1-108, 109 | 29. Exceptional Children's Educational Act: 22-20-101 <i>et seq.</i> |
| 23. Instruction in the effects of use of alcohol and controlled substances: 22-1-110 | 30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794 |
| 24. On-line programs: 22-33-104.6 | 31. Americans with Disabilities Act: 42 U.S.C. 12101 |
| 25. Participation in sports and extra-curricular activities: 22-32-116.5 | 32. Individuals with Disabilities Educational Act: 42 U.S.C. 1401 <i>et seq.</i> |
| 26. Content standards: 22-7-407 | 33. English Language Proficiency Act: 22-24-101 <i>et seq.</i> |
| 27. Concurrent Enrollment Programs Act: 22-35-101 <i>et seq.</i> | |

Exceptional Students

Finance

34. School Funding Formula: 22-54-104(3)
35. Funded pupil enrollment: 22-54-103(10)
36. Tuition: 22-20-109(5), 22-32-115(1) and (2), 22-54-109
37. Fees: 22-32-110 (1) (o) and (p), 22-32-117
38. Allocation of funds to a capital reserve fund: 22-54-105(2)(b)
39. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
40. Allocation of funds for instructional supplies and materials: 22-54-105(l)
41. Allocation of funds for at-risk students: 22-54-105
42. Colorado Department of Education Financial Policies and Procedures
43. Excess tuition charges for out-of-District special education students: 22-20-109(5)
44. Participation in PERA: 22-30.5-512 and 22-30.5-111(3)
45. Financial Transparency Act: 22-44-301 *et seq.*

Attachment 4: Conflict of Interest Form

Westgate Community School Charter School

Board Member Certification Form

Note: The purpose of this document is to provide disclosure. The ABC Charter School ('the School') Board operates according to its own Bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at the School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the District.

Background

1. Full legal name:

2. I affirm that I am at least 18 years of age by the date of appointment to the ABC School Board.

- Yes, I affirm.

3. Indicate whether you have ever been convicted or pled "no contest" of one or more of the following:

- a. a misdemeanor related to honesty or trustworthiness, or
- b. a felony.
 - Does not apply to me.
 - Yes

If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in the space below.

4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or District attorney or any other law enforcement or regulatory body concerning

the discharge of your duties as a board member of a for-profit or non-for profit entity or as

an executive of such entity. If the answer to this question is yes, please provide details of the agreement.

- Does not apply to me.
- Yes

Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family (in accordance with C.R.S. §7-128-501 (5), an immediate family member is a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary) meets either of the following conditions:

- a. is doing or plans to do business with the School (whether as an individual or as a director, officer, employee or agent of any entity).
- b. any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the School.

If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the School.

- I/we do not know of any such persons.
- Yes

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the School or a contractor who is conducting business with the School. If so, please indicate the precise nature of the business that is being or will be conducted.

- I/we do not anticipate conducting any such business.
- Yes

3. Indicate any potential ethical or legal conflicts of interest that would (or are likely to) exist for you as a member of the School Board or another School or non-profit board. [Note that being a parent of a School student, serving on another charter School's board or being employed by the School are conflicts for certain issues that should be disclosed.]

- None
- Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or any immediate family member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.

- I/we do not know of any such persons.

- Yes

Conflicts for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse or other immediate family members have, anticipate in the future, or have been offered a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.

- I/we have no such interest.
- Yes

2. Indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

- I/we do not anticipate conducting any such business.
- Yes

Other

1. I affirm that I have read the charter school's Bylaws and conflict of interest policies.

- I affirm

I, _____, certify to the best of my knowledge and ability that the information I am providing to the _____ [District] in regard to my application to serve as a member of the board of directors of the _____ Charter School is true and correct in every respect.

Signature

Date

Attachment 5: n/a

Attachment 6: Automatic Waivers of State Laws

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

Westgate would like to request all automatic waivers.

Attachment 7: Additional Requests for Waiver of State Laws and/or Regulations

The School acknowledges and agrees that it will comply with all state laws and District policies not waived. Any requested waivers below must align to the School's proposed autonomy, mission and goals, operations, governance, and employment relationships.

Any requested waivers must include an accompanying explanation as to how the School intends to comply with the intent of the state statute or State Board rule or District policy, as well as the rationale or purpose for requesting the waiver, the expected financial and implementation impact, and how the effectiveness of the waiver will be evaluated.

Within 90 calendar days of the date of this Contract, the School shall develop a policy documenting the above requirements.

Rationale and Replacement Plan for Waiver from State Statute and Rules

School Name: Westgate Community School

School Address: 12500 Washington Street, Thornton, CO 80241

Prepared by: Sharon Collins

Preparer's Phone Number: 303-452-0967

Preparer's Email Address: Sharon.collins@westgateschool.org

Charter School Contact: Sharon Collins

Charter School Contact Email Address: Sharon.collins@westgateschool.org

District Contact: Kim Walsh

District Contact Email Address: kim.walsh@adams12.org

STATUTE DESCRIPTION AND RATIONALE

Performance Evaluation Waiver 22-9-106C.R.S and TSDL Reporting

Senate Bill 10-191 changes the way all educators (principals/assistant principals, teachers and specialized service providers) will be evaluated in Colorado with the ultimate goal of continuously supporting educators' professional growth and, in turn, accelerating student results.

The new evaluation requirements include opportunities for reflection, review, professional development and growth. S.B. 10-191 requirements include:

- Annual evaluations for all principals/assistant principals, teachers and specialized service providers
- Evaluation based on statewide Quality Standards defining what it means to be an effective teacher or principal; the professional practice Quality Standards account for half of an educator's annual evaluation

- The other half of an educator's annual evaluation is based on the Quality Standard that measures student learning over time
- Non-probationary status (tenure) is earned after three consecutive years of demonstrated effectiveness
- Non-probationary status is lost after two consecutive years of ineffective ratings

Rationale: Westgate Community School should have the authority to implement relevant evaluation systems for its licensed professionals.

Plan: Westgate Community School has an evaluation calendar and system in place that captures the essence of the CDE teacher effectiveness tools while meeting the unique needs of our charter school.

All licensed professionals at Westgate Community School will be:

- Trained on the evaluation system during staff training before the school year begins
 - Expected to do a self-evaluation by September 15
 - Expected to write (2) SMART goals for the year that will be discussed with their primary evaluator by September 30
 - Observed and/or evaluated by at least one member of the administration team, a team leader and peer member of the staff (ongoing)
 - Will have administration staff conducting walk-through observations through-out the school year (ongoing)
 - Will receive feedback at least twice a year
 - Will have at least two meetings with their evaluator
 - Will be given their rating before the end of the school year
- Westgate Community School is choosing NOT to report the evaluation ratings for teachers and/or principals: We will use code 00 for Not Applicable for all evaluation ratings fields (including overall performance and quality standard ratings). This will not cause an error if the school has the appropriate waivers.

Westgate Community Schools Evaluation Process will:

- have consistent and documented teacher, coach and principal evaluation processes
- ensure that both teachers and leaders are trained so they understand the processes
- determine final ratings on a consistent scale for teachers
- keep record of those final scores
- make long-term documentation of those scores available to teachers upon their request, so they may take them into their next

Duration of the Waiver: Westgate Community School request that the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested until July 1, 2023.

Financial Impact: Westgate Community School anticipates that the requested waiver will have no financial impact upon Adams 12 Five Star School District or Westgate Community School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the performance of the licensed professionals and completion of all licensed staff evaluations

Expected Outcomes: Westgate Community School expects that as a result of this waiver, we will be able to continue to provide appropriate evaluation of teacher effectiveness and provide feedback for growth in all licensed professionals while maintaining documentation of all evaluations for teacher, school, district, state use

Rationale and Replacement Plan for Waiver from State Statute and Rules

School Name: Westgate Community School

School Address: 12500 Washington Street, Thornton, CO 80241

Prepared by: Sharon Collins

Preparer's Phone Number: 303-452-0967

Preparer's Email Address: Sharon.collins@westgateschool.org

Charter School Contact: Sharon Collins

Charter School Contact Email Address: Sharon.collins@westgateschool.org

District Contact: Kim Walsh

District Contact Email Address: kim.walsh@adams12.org

STATUTE DESCRIPTION AND RATIONALE

22-9-106, C.R.S. Local board Duties concerning performance evaluations 22-9-107. School district personnel performance evaluation councils

Rationale: Westgate Community School should have the authority to implement relevant evaluation systems for its licensed professionals.

Plan: Westgate Community School local board has an evaluation calendar and system in place that captures the essence of the CDE teacher effectiveness tools while meeting the unique needs of our charter school.

All licensed professionals at Westgate Community School will be:

- Trained on the evaluation system during staff training before the school year begins
- Expected to do a self-evaluation by September 15
- Expected to write (2) SMART goals for the year that will be discussed with their primary evaluator by September 30
- Observed and/or evaluated by at least one member of the administration team, a team leader and peer member of the staff (ongoing)

- Will have administration staff conducting walk-through observations through-out the school year (ongoing)
 - Will receive feedback at least twice a year from their coach
 - Will have at least two meetings with their evaluator
 - Will be given their rating before the end of the school year
- Westgate Community School is choosing NOT to report the evaluation ratings for teachers and/or principals: We will use code 00 for Not Applicable for all evaluation ratings fields (including overall performance and quality standard ratings). This will not cause an error if the school has the appropriate waivers.

Westgate Community Schools Evaluation Process will:

- have consistent and documented teacher and principal evaluation processes
- ensure that both teachers and leaders are trained so they understand the processes
- determine final ratings on a consistent scale for teachers
- keep record of those final scores
- make long-term documentation of those scores available to teachers upon their request, so they may take them into their next

Duration of the Waiver: Westgate Community School request that the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested until July 1, 2023.

Financial Impact: Westgate Community School anticipates that the requested waiver will have no financial impact upon Adams 12 Five Star School District or Westgate Community School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the performance of the licensed professionals and completion of all licensed staff evaluations

Expected Outcomes: Westgate Community School expects that as a result of this waiver, we will be able to continue to provide appropriate evaluation of teacher, administration and staff effectiveness and provide feedback for growth in all licensed professionals while maintaining documentation of all evaluations for teacher, school, district, state use

Rationale and Replacement Plan for Waiver from State Statute and Rules

School Name: Westgate Community School

School Address: 12500 Washington Street, Thornton, CO 80241

Prepared by: Sharon Collins

Preparer's Phone Number: 303-452-0967

Preparer's Email Address: Sharon.collins@westgateschool.org

Charter School Contact: Sharon Collins
Charter School Contact Email Address: Sharon.collins@westgateschool.org
District Contact: Kim Walsh
District Contact Email Address: kim.walsh@adams12.org
STATUTE DESCRIPTION AND RATIONALE
22-32-109 (1)(n) (I), C.R.S. Adopt district calendar

Rationale: Westgate Community School should have the authority to implement a calendar that works for the school programming and for the students and families of Westgate.

Plan: Westgate Community School local board has a calendar approval system in place that captures the essence of the state's guidelines while meeting the unique needs of our charter school.

Westgate administration will submit the new year's calendar to the local board for its approval prior to the district submission deadline. This calendar will be sent to Adams 12 Five Star School District before their posted deadlines for charter school calendar. The school will post the new year's calendar on the website after it submitted to the district.

Duration of the Waiver: Westgate Community School request that the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested until July 1, 2023.

Financial Impact: Westgate Community School anticipates that the requested waiver will have no financial impact upon Adams 12 Five Star School District or Westgate Community School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the success of Westgate to submit the new calendars to the district by their deadlines.

Expected Outcomes: Westgate Community School expects that as a result of this waiver, we will be able to continue to provide appropriate education to our students while maintaining the state's guidelines for instructional hours and days for our students.

Rationale and Replacement Plan for Waiver from State Statute and Rules

School Name: Westgate Community School
School Address: 12500 Washington Street, Thornton, CO 80241
Prepared by: Sharon Collins
Preparer's Phone Number: 303-452-0967
Preparer's Email Address: Sharon.collins@westgateschool.org
Charter School Contact: Sharon Collins
Charter School Contact Email Address: Sharon.collins@westgateschool.org
District Contact: Kim Walsh
District Contact Email Address: kim.walsh@adams12.org
STATUTE DESCRIPTION AND RATIONALE

22-32-109 (1)(n) (II) (B), C.R.S. Adopt district calendar

Rationale: Westgate Community School should have the authority to implement a calendar that works for the school programming and for the students and families of Westgate.

Plan: Westgate Community School local board has a calendar approval system in place that captures the essence of the Adams 12 Five Star School guidelines while meeting the unique needs of our charter school.

Westgate administration will submit the new year's calendar to the local board for its approval prior to the district submission deadline. This calendar will be sent to Adams 12 Five Star School District before their posted deadlines for charter school calendar. The school will post the new year's calendar on the website after it submitted to the district.

Duration of the Waiver: Westgate Community School request that the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested until July 1, 2023.

Financial Impact: Westgate Community School anticipates that the requested waiver will have no financial impact upon Adams 12 Five Star School District or Westgate Community School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the success of Westgate to submit the new calendars to the district by their deadlines.

Expected Outcomes: Westgate Community School expects that as a result of this waiver, we will be able to continue to provide appropriate education to our students while maintaining the state's and district's guidelines for instructional hours and days for our students.

Rationale and Replacement Plan for Waiver from State Statute and Rules

School Name: Westgate Community School

School Address: 12500 Washington Street, Thornton, CO 80241

Prepared by: Sharon Collins

Preparer's Phone Number: 303-452-0967

Preparer's Email Address: Sharon.collins@westgateschool.org

Charter School Contact: Sharon Collins

Charter School Contact Email Address: Sharon.collins@westgateschool.org

District Contact: Kim Walsh

District Contact Email Address: kim.walsh@adams12.org

STATUTE DESCRIPTION AND RATIONALE

22-32-109 (1)(n) (II) (B), C.R.S. Adopt district calendar

Rationale: Westgate Community School should have the authority to implement a calendar that works for the school programming and for the students and families of Westgate.

Plan: Westgate Community School local board has a calendar approval system in place that captures the essence of the Adams 12 Five Star School guidelines while meeting the unique needs of our charter school.

Westgate administration will submit the new year's calendar to the local board for its approval prior to the district submission deadline. This calendar will be sent to Adams 12 Five Star School District before their posted deadlines for charter school calendar. The school will post the new year's calendar on the website after it submitted to the district.

Duration of the Waiver: Westgate Community School request that the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested until July 1, 2023.

Financial Impact: Westgate Community School anticipates that the requested waiver will have no financial impact upon Adams 12 Five Star School District or Westgate Community School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the success of Westgate to submit the new calendars to the district by their deadlines.

Expected Outcomes: Westgate Community School expects that as a result of this waiver, we will be able to continue to provide appropriate education to our students while maintaining the state's and district's guidelines for instructional hours and days for our students.

Rationale and Replacement Plan for Waiver from State Statute and Rules

School Name: Westgate Community School

School Address: 12500 Washington Street, Thornton, CO 80241

Prepared by: Sharon Collins

Preparer's Phone Number: 303-452-0967

Preparer's Email Address: Sharon.collins@westgateschool.org

Charter School Contact: Sharon Collins

Charter School Contact Email Address: Sharon.collins@westgateschool.org

District Contact: Kim Walsh

District Contact Email Address: kim.walsh@adams12.org

STATUTE DESCRIPTION AND RATIONALE

22-63-201, C.R.S. Teacher Employment Act – Compensation and Dismissal Act – Requirement to hold a certificate

Westgate Community School requests waivers from this statute to allow the school to select its own personnel and determine their compensation.

Rationale: Teacher skills, qualifications and retention are key determinants of student academic success. Westgate Community School will hire the most qualified candidates available and, to bolster retention, compensate teachers for additional performance, hours of work year, hours of work days, and additional duties. The school has the authority to hire its own personnel and

to issue its own employment offer letters to newly hired teachers. The school will follow district application processes including background checks, fingerprinting, and equal employment policies. Westgate Community School will have a compensation structure for additional work, incentives, and performance pay. Compensation will be agreed upon and communicated in advance. The teacher agreement will be developed in collaboration with the school board. In addition, the school has the authority to establish its own additional compensation system for all employees. A letter will outline the terms of employment, including at-will employment. Hours of work day, duties, and lunch duty will be determined by the planning team and contained in the Personnel Staff Handbook. The school year will meet or exceed minimum statutory requirements.

Plan: Westgate Community School local board and administration will determine the expectations, duties, and calendar and publish them for all employees. These expectations will capture the essence of the state's guidelines while meeting the unique needs of our charter school.

Duration of the Waiver: Westgate Community School request that the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested until July 1, 2023.

Financial Impact: Westgate Community School anticipates that the requested waiver will have no financial impact upon Adams 12 Five Star School District or Westgate Community School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the success of Westgate to submit the new calendars to the district by their deadlines.

Expected Outcomes: Westgate Community School expects that as a result of this waiver, we will be able to continue to provide appropriate education to our students while maintaining the state's guidelines for instructional hours and days for our students.

Rationale and Replacement Plan for Waiver from State Statute and Rules

School Name: Westgate Community School

School Address: 12500 Washington Street, Thornton, CO 80241

Prepared by: Sharon Collins

Preparer's Phone Number: 303-452-0967

Preparer's Email Address: Sharon.collins@westgateschool.org

Charter School Contact: Sharon Collins

Charter School Contact Email Address: Sharon.collins@westgateschool.org

District Contact: Kim Walsh

District Contact Email Address: kim.walsh@adams12.org

STATUTE DESCRIPTION AND RATIONALE

22-63-202, C.R.S. Teacher Employment Act – Compensation and Dismissal Act – Contracts in writing, damage provision

Westgate Community School requests waivers from this statute to allow the school to select its own personnel and determine their compensation. Westgate Employees are at will and given a written offer letter prior to the beginning of the year.

Rationale: Teacher skills, qualifications and retention are key determinants of student academic success. Westgate Community School will hire the most qualified candidates available and, to bolster retention, compensate teachers for additional performance, hours of work year, hours of work days, and additional duties. The school has the authority to hire its own personnel and to issue its own employment offer letters to newly hired teachers. The school will follow district application processes including background checks, fingerprinting, and equal employment policies. Westgate Community School will have a compensation structure for additional work, incentives, and performance pay. Compensation will be agreed upon and communicated in advance. The teacher agreement will be developed in collaboration with the school board. In addition, the school has the authority to establish its own additional compensation system for all employees. A letter will outline the terms of employment, including at-will employment. Hours of work day, duties, and lunch duty will be determined by the planning team and contained in the Personnel Staff Handbook. The school year will meet or exceed minimum statutory requirements.

Plan: Westgate Community School local board and administration will determine the expectations, duties, and calendar and publish them for all employees. These expectations will capture the essence of the state’s guidelines while meeting the unique needs of our charter school.

Duration of the Waiver: Westgate Community School request that the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested until July 1, 2023.

Financial Impact: Westgate Community School anticipates that the requested waiver will have no financial impact upon Adams 12 Five Star School District or Westgate Community School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the success of Westgate to submit the new calendars to the district by their deadlines.

Expected Outcomes: Westgate Community School expects that as a result of this waiver, we will be able to continue to provide appropriate education to our students while maintaining the state’s guidelines for instructional hours and days for our students.

Rationale and Replacement Plan for Waiver from State Statute and Rules

School Name: Westgate Community School

School Address: 12500 Washington Street, Thornton, CO 80241

Prepared by: Sharon Collins

Preparer's Phone Number: 303-452-0967

Preparer's Email Address: Sharon.collins@westgateschool.org

Charter School Contact: Sharon Collins

Charter School Contact Email Address: Sharon.collins@westgateschool.org

District Contact: Kim Walsh

District Contact Email Address: kim.walsh@adams12.org

STATUTE DESCRIPTION AND RATIONALE

22-63-203, C.R.S. Teacher Employment Act – Requirements for probationary teacher, renewal and non-renewal

Westgate Community School requests waivers from this statute to allow the school to select its own personnel, renew and non-renew in accordance with personnel evaluation and determine their compensation. Westgate Employees are at will be notified of renewal/nonrenewal status. All staff at Westgate are at-will employees.

Rationale: Teacher skills, qualifications and retention are key determinants of student academic success. Westgate Community School will hire the most qualified candidates available and, to bolster retention, compensate teachers for additional performance, hours of work year, hours of work days, and additional duties. The school will have the authority to hire its own personnel and to issue its own employment offer letters to newly hired teachers. The school will follow district application processes including background checks, fingerprinting, and equal employment policies. Westgate Community School will have a compensation structure for additional work, incentives, and performance pay. Compensation will be agreed upon and communicated in advance. The teacher agreement will be developed in collaboration with the school board. In addition, the school has the authority to establish its own additional compensation system for all employees. A letter will outline the terms of employment, including at-will employment. Hours of work day, duties, and lunch duty will be determined by the planning team and contained in the Personnel Staff Handbook. The school year will meet or exceed minimum statutory requirements.

Plan: Westgate Community School local board and administration will determine the expectations, duties, and calendar and publish them for all employees. Employees out of alignment with the expectation will be notified, coached and counseled. Should the school deem necessary, it has the right to dismiss any teacher/staff member at any time during the year.

Duration of the Waiver: Westgate Community School request that the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested until July 1, 2023.

Financial Impact: Westgate Community School anticipates that the requested waiver will have no financial impact upon Adams 12 Five Star School District or Westgate Community School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the success of Westgate to submit the new calendars to the district by their deadlines.

Expected Outcomes: Westgate Community School expects that as a result of this waiver, we will be able to continue to provide appropriate education to our students while maintaining the state's guidelines for instructional hours and days for our students.

Rationale and Replacement Plan for Waiver from State Statute and Rules

School Name: Westgate Community School

School Address: 12500 Washington Street, Thornton, CO 80241

Prepared by: Sharon Collins

Preparer's Phone Number: 303-452-0967

Preparer's Email Address: Sharon.collins@westgateschool.org

Charter School Contact: Sharon Collins

Charter School Contact Email Address: Sharon.collins@westgateschool.org

District Contact: Kim Walsh

District Contact Email Address: kim.walsh@adams12.org

STATUTE DESCRIPTION AND RATIONALE

22-63-206, C.R.S. Teacher Employment Act – Transfer of Teachers

Westgate Community School requests waivers from this statute because we do not have the options to transfer teachers out of the school. There is only one Westgate Community School, therefore transfers are not possible.

Rationale: Teacher skills, qualifications and retention are key determinants of student academic success. Westgate Community School will hire the most qualified candidates available and, to bolster retention, compensate teachers for additional performance, hours of work year, hours of work days, and additional duties. The school will have the authority to hire its own personnel and to issue its own employment offer letters to newly hired teachers. The school will follow district application processes including background checks, fingerprinting, and equal employment policies. Westgate Community School will have a compensation structure for additional work, incentives, and performance pay. Compensation will be agreed upon and communicated in advance. The teacher agreement will be developed in collaboration with the school board. In addition, the school has the authority to establish its own additional compensation system for all employees. A letter will outline the terms of employment, including at-will employment. Hours of work day, duties, and lunch duty will be determined by the planning team and contained in the Personnel Staff Handbook. The school year will meet or exceed minimum statutory requirements.

Plan: Westgate Community School local board and administration will determine the expectations, duties, and calendar and publish them for all employees. Employees out of alignment with the expectation will be notified, coached and counseled. Should the school deem necessary, it has the right to dismiss any teacher/staff member at any time during the year.

Duration of the Waiver: Westgate Community School request that the waiver be for the duration of its contract with Adams 12 Five Star School District. Therefore, the waiver is requested until July 1, 2023.

Financial Impact: Westgate Community School anticipates that the requested waiver will have no financial impact upon Adams 12 Five Star School District or Westgate Community School.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the success of Westgate to submit the new calendars to the district by their deadlines.

Expected Outcomes: Westgate Community School expects that as a result of this waiver, we will be able to continue to provide appropriate education to our students while maintaining the state's guidelines.

Attachment 8: Additional Waivers of District Policies



Superintendent Policy Code: 1120
District Policy Waiver
Westgate Community School

1 The policy or procedure that would be waived.

6100 – Perpetual calendar

2 Specific documentation demonstrating how the policy or procedure is interfering with the school's improvement of educational achievement or enhancement of educational opportunity.

Attached are the Westgate Community School 18-19 Calendar. As a charter, we have designed our own calendar to support and align with the FRCC calendar for our high school students taking classes at the Westminster campus.

3 Expected outcome as a result of the waiver or renewal of waiver being requested.

Will align with FRCC and support a cohesive calendar K-12.

4 The duration of the waiver or renewal of waiver requested (maximum duration is two (2) years, but renewal of the waiver is available upon application).

2018-2023 (Duration of contract)

An explanation of how the waiver or renewal of waiver requested would assist the school's plan to improve graduation rates, student performance and attendance, overall educational achievement, the District's strategic plan, or otherwise accomplish specified District or school goals

The calendar supports the success of high school students' college classes. The classes are critical to the graduation rates of students in the Westgate program. We believe more breaks through the year and shorter summer break support younger students with retention of information. This is highlighted in the contract.

6 The financial impact of the proposed waiver.

Zero financial impact on the district.



Superintendent Policy Code: 5060
District Policy Waiver
Westgate Community School

1 The policy or procedure that would be waived.

STUDENT DRESS CODE

2 Specific documentation demonstrating how the policy or procedure is interfering with the school's improvement of educational achievement or enhancement of educational opportunity.

As a school that seeks to serve "students who would benefit from a creative, collaborative and less traditional educational environment" certain aspects of the district's dress code do not support our students. Acknowledgement of student personal style and needs (sensory, etc.) while maintaining the learning environment through the school-developed dress code. Many Westgate students wear hats, hoodies, sunglasses as an accommodation for personal, sensory needs which support learning. We have not seen these changes to the dress code negatively impact student growth.

3 Expected outcome as a result of the waiver or renewal of waiver being requested.

Continued growth and success of Westgate students. Continued alignment to the mission and vision of Westgate. Acknowledgement of student personal style while maintaining the learning environment through the school dress code.

4 The duration of the waiver or renewal of waiver requested (maximum duration is two (2) years, but renewal of the waiver is available upon application).

2018 – 2023 (Duration of contract.)

5 An explanation of how the waiver or renewal of waiver requested would assist the school's plan to improve graduation rates, student performance and attendance, overall educational achievement, the District's strategic plan, or otherwise accomplish specified District or school goals

Continued alignment to the mission and vision of Westgate. As a school that seeks to serve "students who would benefit from a creative, collaborative and less traditional educational environment" certain aspects of the district's dress code do not support our students.

Acknowledgement of student personal style and needs (sensory, etc.) while maintaining the learning environment through the school-developed dress code found in the student-community handbook (p20):

“Student Dress Code

While we allow students many freedoms in what they wear to school, we must maintain a dress code that helps us keep a non-distracting, safe environment for our students and staff. Our dress code is simple; all students’ body parts should be appropriately covered so that no one can see their body parts or undergarments. Also, writing or images on clothing must be school appropriate. At no time, can a mask or other face covering be worn in our around school grounds. If a student comes in dressed inappropriately, they will be asked to change their clothing and a parent or guardian will be contacted.”

6 The financial impact of the proposed waiver.

Zero financial impact on the district.



Superintendent Policy Code: 1120

District Policy Waiver

Westgate Community School

1 The policy or procedure that would be waived.

6340 – Graduation Requirements

2 Specific documentation demonstrating how the policy or procedure is interfering with the school’s improvement of educational achievement or enhancement of educational opportunity.

Attached is WCS Graduation Checklist and CDE graduation requirements. Westgate students sometimes take courses out of order due to college scheduling. They may also take two subject area courses concurrently (i.e. 10th grade English and English 121. They may not, then, take an English course one of the other semesters.) Our students have taken World History as Sophomores, as some took US history courses at FRCC. Beginning in 2015-16 all 10th graders will take US history at Westgate.

3 Expected outcome as a result of the waiver or renewal of waiver being requested.

Continued growth and success of Westgate students. Continued alignment to the CCSS and State expectations. Improved graduation rates for these students. (First graduating class in 2015-16).

4 The duration of the waiver or renewal of waiver requested (maximum duration is two (2) years, but renewal of the waiver is available upon application).

School years 2018 – 2023 (Duration of this contract)

5 An explanation of how the waiver or renewal of waiver requested would assist the school's plan to improve graduation rates, student performance and attendance, overall educational

achievement, the District's strategic plan, or otherwise accomplish specified District or school goals

Allowing WCS students to take and successfully complete college level courses proves college and career readiness. Students' college credits accrue towards the graduation requirements (23 Carnegie credits). Allowing advanced students to take college courses meets the academic needs of these learners keeping them engaged in school. This, we believe, will improve graduation rates of students who would otherwise be at-risk for drop-out. Students' performance in the classes has been successful.

6 The financial impact of the proposed waiver.

Zero financial impact on the district.



Superintendent Policy Code: 1120

District Policy Waiver

Westgate Community School

1 The policy or procedure that would be waived.

6295 – Independent Study

2 Specific documentation demonstrating how the policy or procedure is interfering with the school's improvement of educational achievement or enhancement of educational opportunity.

Attached is WCS Independent Study Contract. As a charter, Westgate use separate forms from the district. This educational option allows advanced students to create a course that is individualized in partnership with a licensed teacher in that area.

3 Expected outcome as a result of the waiver or renewal of waiver being requested.

Continued growth and success of Westgate students. Continued alignment to the CCSS and State expectations. Individualized educational options. Improved graduation rates for these students. (First graduating class in 2015-16).

4 The duration of the waiver or renewal of waiver requested (maximum duration is two (2) years, but renewal of the waiver is available upon application).

2018-19, 2019-20, 2020-2021, 2021-2022 and 2022-23

5 An explanation of how the waiver or renewal of waiver requested would assist the school's plan to improve graduation rates, student performance and attendance, overall educational achievement, the District's strategic plan, or otherwise accomplish specified District or school goals

Allowing WCS students to take and successfully complete Independent studies supports individualized instruction and the autonomous learner model. Allowing advanced students to take independent studies meets the academic needs of these learners keeping them engaged in school. It also helps work around FRCC college class schedule, offering a way to work around the WCS schedule to gain HS and college credits. This, we believe, will improve

graduation rates of students who would otherwise be at-risk for drop-out. Student performance in the classes has been successful.

6 The financial impact of the proposed waiver.

Zero financial impact on the district.



Superintendent Policy Code: 1120

District Policy Waiver

Westgate Community School

1 The policy or procedure that would be waived.

6230 – Instructional Materials

2 Specific documentation demonstrating how the policy or procedure is interfering with the school's improvement of educational achievement or enhancement of educational opportunity.

As a charter, we do not use the same district instructional materials (i.e. textbooks, lab equipment). Our teachers use resources purchased in house (books, texts, etc.), along with purchased software and blended online learning. The WCS materials are in alignment with CCSS.

3 Expected outcome as a result of the waiver or renewal of waiver being requested.

Continued growth and success of Westgate students. Continued alignment to the CCSS.

Continued differentiation for individual student needs.

4 The duration of the waiver or renewal of waiver requested (maximum duration is two (2) years, but renewal of the waiver is available upon application).

2018 - 2023

5 An explanation of how the waiver or renewal of waiver requested would assist the school's plan to improve graduation rates, student performance and attendance, overall educational achievement, the District's strategic plan, or otherwise accomplish specified District or school goals

The resources purchased by Westgate Community School supports the Mission and Vision of the school. They support growth of all children. Teachers are allowed greater freedom to choose from all the resources available to individualize their instruction; to remediate and to accelerate. Achievement has been good and we expect to continue successful growth using the purchased resources.

6 The financial impact of the proposed waiver.

Zero financial impact on the district.



Superintendent Policy Code: 1120
District Policy Waiver
Westgate Community School

1 The policy or procedure that would be waived.

6330 – PE Waiver

2 Specific documentation demonstrating how the policy or procedure is interfering with the school's improvement of educational achievement or enhancement of educational opportunity.

Attached is WCS PE Waiver application. As a charter, we do not use the same district forms. We do not have a marching band or cheerleading at Westgate. Our form includes club and competitive sports (Archery, judo, etc.).

3 Expected outcome as a result of the waiver or renewal of waiver being requested.

Continued growth and success of Westgate students. Continued alignment to the CCSS. Acknowledgement of student participation of school, club and competitive sports, aligns with the district policy but makes it suit the special circumstances of our athletes.

4 The duration of the waiver or renewal of waiver requested (maximum duration is two (2) years, but renewal of the waiver is available upon application).

2018-2023

5 An explanation of how the waiver or renewal of waiver requested would assist the school's plan to improve graduation rates, student performance and attendance, overall educational achievement, the District's strategic plan, or otherwise accomplish specified District or school goals

Allowing students to waive PE for participation in other athletics outside of the school day supports physical fitness and choice while allowing students to use in school time for their academic goals. The acknowledgement of outside athletics honors the students' participation.

6 The financial impact of the proposed waiver.

Zero financial impact on the district.



Superintendent Policy Code: 1120
District Policy Waiver
Westgate Community School

1 The policy or procedure that would be waived.

5630 Student Fees

2 Specific documentation demonstrating how the policy or procedure is interfering with the school's improvement of educational achievement or enhancement of educational opportunity.

Attached are the Westgate Community School Fees Policies. As a charter, we have fees separate from the district. These policies outline our fees for the community members.

3 Expected outcome as a result of the waiver or renewal of waiver being requested.

Continues payment of student fees as outlined in the WCS School Policy.

4 The duration of the waiver or renewal of waiver requested (maximum duration is two (2) years, but renewal of the waiver is available upon application).

2018 – 2023 (Duration of contract)

5 An explanation of how the waiver or renewal of waiver requested would assist the school's plan to improve graduation rates, student performance and attendance, overall educational achievement, the District's strategic plan, or otherwise accomplish specified District or school goals

These student fees cover technology, student supplies and some class trips/speakers. All of these support students in school through graduation.

6 The financial impact of the proposed waiver.

Zero financial impact on the district.

Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.

2018-19 K-8 Lottery

Westgate will conduct a lottery for applicants at each grade level with available seats. Lottery results will be emailed to families. Your student will be offered a seat or placed in the appropriate grade level wait pool. All completed applications received after February 9th, 2019 will be added to the grade appropriate wait pool. ***Please Note: Current Adams 12 residents have first priority in the K-8 lottery.***

Preference for K-8

- Children of staff
- Siblings of current students
- Adams 12 resident
- Adams 12 non-resident

2018-19 High School Lottery

Westgate will conduct a lottery for applicants at each grade level with available seats. Lottery results will be emailed to families. Your student will be offered a seat or placed in the appropriate grade level wait pool. All completed applications received after the lottery deadline will be added to the grade appropriate wait pool.

Preference 9-12

Beginning in the 2018-2019 school year, Westgate will offer support to any incoming ninth grade student who does not pass the Accuplacer exam prior to admission. As the student passes the Accuplacer, and begins taking coursework at FRCC, they will still be able to graduate from Westgate with a high school diploma in four years, by taking part in the blended program. They can also access grant funding from the ASCENT program offered by CDE, and will receive priority access to those grant funds from Westgate, to pay for a full course load (up to four credits) as a fifth year student at FRCC, so that no student who was unable to pass the initial Accuplacer exam will be denied the opportunity to complete their Associate's degree. The ASCENT funds will not be available for students who decide to change their major

[course of study during their high school year, or to students who drop a course or finish with an incomplete.](#)

Changes to lottery preferences were made due to changes in FRCC enrollment of all underage CollegeNow students (concurrent enrollment). Beginning in the 2018-19 school year, FRCC will not allow students to be enrolled through concurrent enrollment unless they have Accuplacer scores that place them in college level English, math or both.

Westgate will enroll students up to our capacity each year. No student will be denied enrollment based on Accuplacer scores. However, due to FRCC enrollment rules for underage students, preference will be given to students in the following manner beginning with 2019-2020 school year:

- Current Westgate students with Accuplacer scores that place them in college level English, Math or both.
- Adams 12 students with Accuplacer scores that place them in college level English, Math or both.
- Out of district students with Accuplacer scores that place them in college level English, Math or both.
- Current Westgate students without Accuplacer scores that place them in college level English, Math or both.
- Adams 12 students without Accuplacer scores that place them in college level English, Math or both.
- Out of district students without Accuplacer scores that place them in college level English, Math or both.

Once all open seats have been given through the lottery, all other applicants will be placed in the wait pool.

Note: Students who do not have the appropriate Accuplacer scores to qualify for concurrent enrollment at FRCC but accept seats at Westgate through the lottery will be enrolled in high school level courses at Westgate. No student will be denied enrollment once selected through the lottery. Once the student has qualifying Accuplacer scores, s/he will be enrolled in one course the following semester (Fall or Spring). Once the student shows success in one course, additional courses will be added in following semesters.

Kindergarten-12th Grade Wait Pool

If a student is NOT drawn in the initial lottery, he/she will be placed in a grade level wait pool and be notified by email if/when seats become available. Available seats will continue to be offered up until our October Count date in 2018. All completed applications received after February 9th, 2018 will be added to the grade appropriate wait pool. ***Please Note: Remaining**

wait pool applications do not carry over to the following school year, you will need to re-apply.

Westgate's High School Programming

In November 2011, Adams 12 approved an extension of our services for a small, innovative high school program. The program is geared toward gifted and creative students seeking a non-traditional high school model that includes a flipped classroom model, a blended learning environment, and concurrent enrollment with Front Range Community College (FRCC). Students must be able to take and successfully complete college courses to graduate from our high school program.

- Freshmen (9th Graders) are expected to take one class at FRCC each semester.
- Sophomores (10th Graders) are expected take one to two courses at FRCC each semester.
- Juniors (11th Graders) are expected to take up to three courses at FRCC each semester.
- Seniors (12th Graders) are expected to take up to four classes at FRCC each semester.

Student FRCC course selections **must** be guaranteed transferable credits, in alignment with high school graduation and an Associate's track. Students enrolled in Westgate's High School programming **must** take college courses to graduate.

Attachment 10: Direct (Ongoing) and Ad Hoc Costs and Services.

1. Transportation – Driver
2. Transportation – Para
3. Transportation – Bus
4. Small Vehicle Drug Screen
5. Facilities Reservations
 - 5a. Conference Rooms
 - 5b. School Facilities
6. PayForIt Annual Contract
7. Teacher Induction as needed
8. Assessments
 - 8a. NWEA MAP (new for Westgate)
 - 8b. TS GOLD Kinder Readiness
 - 8c. PALS Assessment
9. Records Management
10. School Messenger (training needed)
11. IT Services
 - 11a. Consolidated Billing
 - 11b. IC/Naviance (already set-up)
 - 11e. Google Suite
 - 11f. Google Suite Technical Support
12. Specialized Programming (attendance at a District Non-Charter School)
 - 12a. Special Education Programming
 - 12b. Expelled Programming
13. Professional Development **(2018-19 School Year)**
 - 13a. Administrator Training

Dean Monthly Meeting	1 person
504 Training	1 person
ELD New Admin Training	2 people
IC Training	1 person
 - 13b. Teacher Training

ELD basic	as needed for new staff
-----------	-------------------------

ELD advanced as needed

GT Coordinator 1 person

14. Special Education Training

Summit 1 person

Monthly Open Lab

15. Charter School Staff training

16. Charter School Specific Training

17. Special Education Services

18. ELL/D Services

19. Intervention/Health Services

20. GT Services

