

RESOLUTION
CONDITIONALLY APPROVING THE RENEWAL OF A CHARTER FOR
WESTGATE COMMUNITY SCHOOL

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 Community School (“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, pursuant to C.R.S. § 22-30.5-110, Westgate has submitted a renewal application to the Board containing all necessary and requisite information; and,

WHEREAS, pursuant to C.R.S. § 22-30.5-110 the District has annually reviewed Westgate’s performance and found Westgate to be meeting the objectives identified in its performance plan under C.R.S. § 22-11-210; and,

WHEREAS, at its public meeting on November 19, 2014 the Board heard information from Westgate pertinent to its renewal application and at its public meeting on December 17, 2014 the Board further considered Westgate’s renewal application;

NOW THEREFORE, BE IT RESOLVED by the Board that it is in the best interests of the District, pupils, and community, that Westgate be renewed as a charter school for a period of three years, from July 1, 2015 through June 30, 2018, subject to the timely negotiation of a contract agreeable to the District, and the Superintendent is directed and authorized to sign said contract with Westgate, provided the following conditions are met:

1. On or before May 1, 2015, a renewal contract acceptable to the District and to Westgate be negotiated and signed. The renewal contract shall include, but not be limited to, matters required by this resolution and modifications to the current charter school contract as appropriate to address changes in law enacted subsequent to execution of the current contract, to develop contract language which will be consistent with that in contracts between the District and its other charter schools, and to better reflect the operational needs of the parties. This conditional renewal does not constitute approval or acceptance by the Board of any separate element or provision of the renewal application pending approval of a complete contract. Additionally, the charter contract must include:
 - a. Terms that ensure equitable participation in the Westgate enrollment process by students with disabilities, English Language Learners, and students of each gender.

- b. Terms that ensure the school is meeting its legal obligations to provide services to students with disabilities as required by state and federal law, including without limitation the Individuals with Disabilities Education Act and the Exceptional Children's Educational Act.
 - c. Terms that ensure the school is meeting its legal obligations to ensure the meaningful participation of English Language Learners in the school's educational programs and services as required by state and federal law, including without limitation the Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act.
2. Each year Westgate shall submit its Unified Improvement Plan by the deadline determined by the District.
3. Westgate shall promptly notify the District in writing of any and all material additions, deletions, or modifications to its curriculum, assessment or education program delivery systems.
4. Westgate shall provide to the District a comprehensive High School Program Guide and shall demonstrate the ability to produce accurate transcripts from the Infinite Campus system by July 1, 2015. The program guide and transcript sample shall be in a format as distributed to other educational agencies.
5. Prior to the first day of each school year, Westgate shall have entered into the Infinite Campus system all required data, including without limitation course masters and student schedule and have the capability of recording attendance via Infinite Campus. Westgate shall enter student grades into Infinite Campus within 3 days of the end of each grading period.
6. Westgate's shall ensure that its monthly financial statements at no time reflect a negative General Fund-fund balance or non-compliance with Taxpayer's Bill of Rights (TABOR) requirements.

**Adopted and approved by the Board of Education at its regular meeting
of January 21, 2015.**