

CHARTER SCHOOL RENEWAL CONTRACT

Between

CLEAR CREEK SCHOOL DISTRICT RE-1

and

GEORGETOWN COMMUNITY SCHOOL

June 30, 2014

CHARTER SCHOOL CONTRACT RENEWAL

THIS CONTRACT, effective the 1st day of July, 2014, is made and entered into by and between GEORGETOWN COMMUNITY SCHOOL (“GCS” or the “School”), a Colorado nonprofit corporation and public charter and CLEAR CREEK SCHOOL DISTRICT RE-1 (“School District” or the “District”) (collectively, the “Parties”).

RECITALS

WHEREAS, on November 19, 2013, the Board of Education (the “Board”) received a Charter School Renewal Application (the “Renewal Application”) for consideration from the Georgetown Community School (“GCS”);

WHEREAS, the Colorado Department of Education’s (“CDE”) Renewal Framework provides that best practices are to conduct a review of a charter school every five years;

WHEREAS, the District’s Accountability Committee (“DAC”) reviewed the Renewal Application and issued Recommendations;

WHEREAS, the Renewal Application has been reviewed pursuant to C.R.S. §§22-30.5-101, *et seq.* and Board Policy LBD-P;

WHEREAS, in November of 2013, after giving reasonable public notice, the Board held public hearings in which GCS and other interested Parties could provide information regarding the Renewal Application; and

WHEREAS, following reasonable public notice, the Board has considered the Renewal Application, the comments and all additional information provided by GCS, the DAC’s Recommendations, the CDE’s recommendations for renewal, and the information received at public hearings.

NOW, THEREFORE, be it resolved that the Renewal Application be approved for a period of – five or ten years, as outlined below, as it is in the best be in the best interest of pupils, the District, and the community, subject to the following conditions:

1. An objective continue to be that 85% of students who have been enrolled at least three years will be proficient or advanced in reading, writing, and math as measured by the TCAP.
2. The District and GCS shall negotiate in good faith a plan to improve communication processes.

AGREEMENT

1. RENEWAL OF CHARTER CONTRACT

- 1.1. As authorized by the Charter School Act (“ACT”), C.R.S. §§ 22-30.5-101 *et seq.*, the District hereby approves the application for the renewal of the School upon the terms

and conditions set forth in this Contract. The School agrees that it must meet the conditions set forth in the Board's resolutions to renew the School. **Attachment 1.** The School further acknowledges that failure to meet these material conditions renders the Contract to be subject to revocation pursuant to the ACT.

2. **ESTABLISHMENT OF SCHOOL**

2.1. **Term.**

2.1.1. This Charter is effective as of the first date written above and shall continue for a term of ten (10) school years until June of 2024, as long as the School maintains its current rating of "Green" (Meets Expectations) (or its equivalent if framework is changed) on the CDE's School Performance Framework. If the School falls below a rating of "Green" at the conclusion of the fourth school year, then it shall apply for renewal of its charter, and this Contract shall only be for a term of five (5) school years. This Contract may be renewed for an additional period upon application for renewal in accordance with state law and Board approval of the renewal application.

2.1.2. The Parties agree that the funding for the School shall constitute a current expenditure of the District. The District's funding obligations under this Contract will be from year to year only, and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District's obligation to fund the School shall be contingent upon appropriation of funds for that purpose by the Board for any fiscal year, any provision of this Contract to the contrary notwithstanding. This Contract is not intended to create a multiple fiscal year debt or other obligation and the Parties' obligations hereunder shall be interpreted and limited in such manner as to avoid creation of a multiple fiscal year debt or other obligation under the terms of Article X, § 20, ¶ 4(b) of the Colorado Constitution.

2.2. **Legal Status.**

2.2.1. The School shall be organized as a Colorado nonprofit corporation. The School shall notify the District promptly of any change in its corporate and/or tax-exempt status.

2.2.2. The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the 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 § 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.

2.2.3. The School shall operate, in all respects, as a nonsectarian, nonreligious, non-home-

based public school. The School shall not be affiliated or operate in cooperation with any public or nonpublic sectarian school or religious organization.

- 2.2.4. The School shall comply with all applicable federal, state and District laws, rules and regulations prohibiting illegal discrimination, as such may exist from time to time. Additionally, and not as a limitation on the preceding, the School affirms that it shall not discriminate against any student or employee on the basis of race, creed, color, gender, national origin, religion, ancestry, age or disability or need for special education services.

3. DISTRICT-SCHOOL RELATIONSHIP

3.1. **District Rights and Responsibilities**

- 3.1.1. 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:

- 3.1.1.1. School records including but not limited to student cumulative files, policies, special education and related services;

- 3.1.1.2. Financial records;

- 3.1.1.3. Educational program, including test administration procedures and student protocols;

- 3.1.1.4. Personnel records, including evidence criminal background checks have been conducted;

- 3.1.1.5. School’s operations, including health, safety and occupancy requirements; and,

- 3.1.1.6. Inspection of the facility.

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

- 3.1.2. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within ten (10) 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. Any

written complaint shall be provided to the School within three days pursuant to the Open Records Act.

- 3.1.3. School health or safety issues. 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.
- 3.1.4. 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, accreditation, special education, and funding information.
- 3.1.5. 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 CDE'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 CDE 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 § 7.4 of this Contract.
- 3.1.6. Access to student records. 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.
- 3.1.7. 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, accreditation, special education, and funding information.

3.2. **School Rights and Responsibilities**

- 3.2.1. Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system. 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.

- 3.2.2. Notification provided to the District.
 - 3.2.2.1. Timely notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
 - 3.2.2.1.1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; and
 - 3.2.2.1.2. Any complaints filed against the School by any governmental agency.
 - 3.2.2.2. Immediate notice. The School shall immediately notify the District of any of the following:
 - 3.2.2.2.1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
 - 3.2.2.2.2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
 - 3.2.2.2.3. The arrest 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;
 - 3.2.2.2.4. Misappropriation of funds;
 - 3.2.2.2.5. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; and
 - 3.2.2.2.6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.
- 3.2.3. 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 § 5.5 of this Contract. A list of some but not all, of the federal and state laws with which the School must comply are listed in **Attachment 3**.
- 3.2.4. 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 § 12 of this Contract.

- 3.2.4.1. Goals, Objectives, and Unique School Objectives. The School shall annually provide the District with a report no later than August 31st, or within thirty days of receipt of the data from the CDE or the District if the data is received after August 1st, identifying the progress that the School has made on each of its goals, objectives and unique objectives included in § 7.3.2 during the prior school year.
- 3.2.4.2. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. § 22-44-301 et seq., (including budget).
 - 3.2.4.2.1. Draft Budget – May 31st of each year.
 - 3.2.4.2.2. Projected enrollment – May 15th of each year.
 - 3.2.4.2.3. Charter School approved budget – June 30th of each year.
 - 3.2.4.2.4. Quarterly financial reports – within 45 days of the close of the quarter.
 - 3.2.4.2.5. Annual audit – November 30th following the end of the fiscal year.
 - 3.2.4.2.6. End of year trial balance – August 31st of each year.
- 3.2.4.3. School calendar – May 15th of each year.
- 3.2.4.4. Health and safety information including report of previous year’s fire drills and updated emergency plans, emergency contact information, etc. – August 31st of each year, unless required by law earlier.
- 3.2.4.5. Governance information.
 - 3.2.4.5.1. Charter Board membership (i.e., names/ contact info, terms and signed Board Member Certification Forms)- December 1st of each year.
 - 3.2.4.5.2. Signed Board member conflict of interest disclosures – December 1st of each year.
 - 3.2.4.5.3. Current bylaws – within ten (10) days after any changes.
 - 3.2.4.5.4. Current articles of incorporation – within ten (10) days after any changes.
 - 3.2.4.5.5. Insurance certification – June 30th of each year.

- 3.2.5. Indemnification. The School agrees to hold the District, its board members, officers, employees and agents harmless from all liability, claims, and demands arising from any suit, action, grievance, charge or proceedings of whatever nature brought in connection with or related to the School's operation or the acts or omissions of the School, its officers, employees, agents or representatives. The School's indemnification and hold harmless obligation shall include damages, attorney fees, costs and expenses incurred by or applicable to the District, its board members, officers, employees or agents, provided that the School shall not be responsible to indemnify losses that are the proximate result of action of the District, its officers, employees, agents, or representatives. The District may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges, or proceedings. This provision shall not be deemed to be a relinquishment or waiver of applicable limitations of liability available to the School or the District under law. The forgoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitation of liability provided by the Colorado Governmental Immunity Act. Neither shall this provision be construed to limit or authorize subrogation rights related to insurance coverage otherwise available to the School or the District.
- 3.2.6. 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**.
- 3.3. **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 ("State Board"), may be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.
- 3.3.1. In the event any dispute arises between the District and the School concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, but not including any dispute related to revocation matters or matters involved in a revocation proceeding, such dispute shall first be submitted to the Superintendent of the District and the Superintendent and a Charter School representative shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to the Board and the Board of Directors for resolution. If the two Boards agree on a resolution of a dispute, such resolution shall be final. In the event the Parties are unable to resolve the dispute informally within thirty (30) days after written notice, either party may notify the other in writing of intent to submit the matter to such dispute resolution process as the Boards may agree upon, or if such agreement cannot be reached, the matter shall be submitted to the CDE for resolution as provided by law.

- 3.3.2. 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 materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with § 12 of this Contract. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.
- 3.3.2.1. Withholding up to \$10,000 otherwise 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 § 3.2 of this Contract by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirements of § 8.3 of this Contract. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112.
- 3.3.2.2. Submitting a plan to the District 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.
- 3.3.2.3. 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.
- 3.3.2.4. Requesting that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. § 22-30.5-701 *et seq.*
- 3.3.3. 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 Part 7 of Article 30.5, C.R.S., the District shall, to the extent practicable, engage in a due process procedure below.
- 3.3.3.1. 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.
- 3.3.3.2. 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 President of the District's Board or his designee to discuss the notice within five (5) days.

- 3.3.3.3. If the breach is not cured within the time specified in the notice, the District may apply remedies §§ 3.3.2 or 12 of this Contract.
- 3.3.4. 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 § 3.3.2 of this Contract, file an appeal with the State Board, or seek other remedies provided by law.
- 3.3.5. If the District seeks a preliminary order under the Emergency Powers set forth in Part 7 of Article 30.5, it shall follow the procedures set forth therein.

4. **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 § 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 ACT.
- 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. Members of the Board of Directors and employees of the School shall comply with all Colorado statutes relating to conflicts of interest and ethical rules to the same extent such statutes apply to members of the Board and employees of the District.
- 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.
- 4.5. **Contracting for core educational services.** Unless otherwise agreed in writing by the District, 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.

- 4.6. **Dissolution.** Upon dissolution of the corporation, all assets of the corporation remaining after paying the corporation's debts and obligations incurred in connection with activities authorized by this Agreement, and not requiring return or transfer to donors or grantors, will become the property of and will be conveyed to the District, as provided in this Contract. At the time of donation, any property requiring return or transfer to the donator or grantor shall be clearly marked and properly inventoried. Under dissolution, all such documentation shall be provided to the District.
- 4.7. **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.
- 4.8. **Legal Representation.** Except as expressly provided herein, the School shall be responsible for its own legal representation and legal costs. The District shall not be obligated to provide any legal representation to, or to pay any legal cost of the School, except to the extent expressly provided in connection with insurance coverage or other contracted services provided by the District to the School, pursuant to a subsequent contract.

5. **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.
- 5.1.1. The District shall be given written notice of all proposed loans over one thousand dollar (\$1,000.00), and of any accepted gifts, donations and grants over twenty-five thousand (\$25,000.00), and any conditions thereof, within fourteen (14) school days of receipt or application. In exercising these powers, the School shall comply with all applicable District policies, procedures, rules, guidelines, directives and practices; it shall be the affirmative responsibility of the School to ensure that its activities are in compliance unless a specific waiver is obtained. The School shall furnish to the District copies of all written policies and procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by the School's governing body. Unless approved by the District in writing, the School shall not conduct operations pursuant to District authorizations, including but not limited to District tax exempt identification numbers that are directed toward, issued to, or held by the District. No such authorization may be utilized except where procedures are consistent with procedures of the District and are under supervision of the District.

5.2. Transportation.

5.2.1. Any transportation of students to the School (other than special education students who require transportation as a related service) shall be the sole responsibility of the School. However, the School may purchase as a direct service transportation services from the District, equaling its proportionate share of net transportation costs. In addition, the School may purchase transportation for field trips, as needed.

5.3. Food services. Not applicable

5.4. Insurance

5.4.1. 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:

5.4.1.1. Comprehensive general liability - \$2,000,000.

5.4.1.2. Officers, directors and employees errors and omissions - \$1,000,000.

5.4.1.3. Property insurance - As required by lease.

5.4.1.4. Motor vehicle liability (if appropriate) - \$1,000,000.

5.4.1.5. Bonding (if appropriate).

5.4.1.5.1. Minimum amounts: \$25,000.

5.4.1.5.2. Maximum amounts: \$100,000.

5.4.1.6. Workers' compensation - (as required by state law).

5.4.2. 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 Districts Self Insurance Pool will not require preapproval by the District. The School shall provide certificates of insurance to the District's Business Manager by June 30th of each year 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 Business Manager. The School shall notify the District's Business 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.

5.4.3. Risk Management. The School shall coordinate all risk management activities,

including notification requirements specified elsewhere in this Contract, through the District's Superintendent or designee, and shall abide by all risk management directives from the District. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the District in the defense of any claims and complying with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the District's applicable insurance policies. The School shall neither compromise settle, negotiate, nor otherwise affect any disposition of potential claims against it without the District's prior written approval. Notwithstanding any other provisions herein, the School shall be solely responsible for its own attorney fees, if any, defense costs and cost of settlement or payment of claims.

5.4.4. **Limitation of Liabilities.** In no event will the District, Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of the School, its officers, employees, or agents.

5.5. **Waivers**

5.5.1. **State Laws and Regulations**

5.5.1.1. **Automatic waivers.** The District agrees to seek waiver from the State Board of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers. The waivers from state law or regulation, to be requested jointly, are set forth in **Attachment 6**.

5.5.1.2. **Additional waiver requests.** Waivers are neither necessary nor appropriate when a statute or rule by 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 or rule applies to the School and is inconsistent with the School's operational or educational needs.

5.5.1.3. **Procedures for additional waiver requests.** The District Board 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.

5.5.1.4. **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. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board approval of requests to waive 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.

5.5.2. District Policies

5.5.2.1. Automatic waivers. District policies that implement statutes automatically waived by the State Board shall be deemed waived by delegation to the School, subject only to submission of appropriate replacement policies. Consistent with § 5.5.1.2, waivers are neither necessary nor appropriate when a policy by its express terms does not apply to a charter school or when the District, through the Contract, has delegated this authority to the School.

5.5.2.2. Additional waivers. The School shall be granted certain waivers from District policies set forth in **Attachment 8**.

5.5.2.3. 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.

6. **SCHOOL ENROLLMENT AND DEMOGRAPHICS**

6.1. **School grade levels.** The School may serve students in grades pre-kindergarten through sixth grade. The School shall comply with state law in terms of allocating funding between its preschool and kindergarten through sixth grade program.

6.2. **Student demographics.** As required by the ACT, C.R.S. § 22-30.5-104(3), School enrollment decisions shall be made by the School in a nondiscriminatory manner as specified in the charter school application. 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 who are eligible for free or reduced lunch 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.

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 that necessary for financial viability.

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.

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

6.5.1. 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: Following the application deadline and upon completing the lottery if appropriate, the School shall require that the student/District provide the most recent IEP or Section 504 Plan, if any.

6.6.1. 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 with an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of such 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.

6.6.2. When an applicant has an IEP or Section 504 Plan, a screening team consisting of the members listed below may decide to admit a student with a disability.

6.6.2.1. If the applicant has an IEP, the screening team shall consist of the School Principal or designee, the School special education coordinator, a District representative, and the Director of Special Education or designee from the Mount Evans Board of Cooperative Educational Services ("BOCES"). The screening team shall review the existing IEP and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the staff, services and space available at the School are sufficient to deliver the program required by the IEP. If the screening team cannot reach consensus that the student can be admitted, the BOCES representative shall convene a complete IEP team to make the final determination.

6.6.2.2. If the applicant has a 504 Plan and does not have an IEP, the screening team shall consist of the School Principal or designee, the School 504 Compliance Officer or designee, and the District 504 Compliance Officer or designee. The screening team shall review the existing 504 Plan and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the staff, services and space available at the School are sufficient to provide accommodations required by the 504 Plan. If the screening team cannot reach consensus, the District Compliance Officer or designee shall convene a complete 504 committee of knowledgeable professionals to make the final determination.

- 6.6.3. When a student who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal shall convene an IEP Team meeting. The BOCES Executive Director or designee shall be included as part of the IEP Team. The student's application for admission is contingent upon the determination by the IEP Team that the student can receive a free appropriate public education ("FAPE") in the least restrictive environment at the charter school in its existing programs with or without reasonable modifications. The School must accept students with disabilities in the same manner and on the same basis as other District schools accept those students. This generally means students must be accepted unless they require a center-based program. Students who require a center-based program shall be admitted to such programs on the same basis as students at other district schools are admitted to such programs. As an illustration, and without predetermining the educational placement or service location of any student, a decision that a student will have a one-to-one aide is not in itself grounds to deny admission to the School. If the same student, however, would be placed in a center-based program of the District, that practice will be followed. The basis for this allocation of responsibility is, in part, that the School, while organized as a public charter school, functions largely as if it were a neighborhood school within the District. The Parties recognize that ultimate responsibility for each "placement" decision rests, under federal and state regulation, with an IEP team and the BOCES director of special education who will follow applicable law and are not bound by this "illustration." If the determination is that FAPE is not available at the School for a particular student, the student's application for admission shall be denied and the student's current placement shall remain as determined by the prior IEP Team meeting, unless changed at the School's IEP Team meeting. Representatives from the student's prior school shall be invited to participate in the IEP Team meeting at the School. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.
- 6.7. **Participation in other district programs.** No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided 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 ACT.
- 6.8. **Non-resident admissions.** Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Board 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 District, and then to students who are new to the 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 October 1.** After October 1, 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 standard District administrative transfer process. Requests for transfer to a District school or to the 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. Unless services are purchased from the District, any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School and BOCES. Specifically, the School shall be responsible (unless the District has assumed such responsibility under Section 7.10.1) for providing the specialized instruction needed during expulsion, while the BOCES shall be responsible for providing any necessary related services from special service providers during the expulsion. Appeals for expulsion may be made to the District Superintendent within 10 days of the School's final decision and then to the District's Board within 10 days after the District Superintendent's final decision. The District's Board is the final authority on contested expulsions.
- 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, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District transfer procedure.

7. **EDUCATIONAL PROGRAM**

- 7.2. **Vision Statement:** Georgetown Community School requires high academic standards, encourages innovative teaching and community involvement, places high standards for character and creativity, and strives to improve student learning with performance-based accountability, using small, educationally appropriate classrooms and creative and innovative approaches to teaching with an emphasis on accountability and standards.
- 7.3. **Mission:** The Mission of the Georgetown Community School is to provide a well-rounded, liberal arts education for our students through:
- 7.3.1. Providing an academically challenging education;
 - 7.3.2. Fostering a love of learning and recognizing the potential of each student;
 - 7.3.3. Emphasizing instruction delivery methods designed to reach all diverse styles of

learners;

7.3.4. Establishing a culture that values community, citizenship, and virtuous character; and

7.3.5. Creating a center for the community, which will engage parents, neighbors, and students in a shared process of service and discovery.

7.4. School goals and objectives.

7.4.1. The School shall meet or make reasonable progress toward the following goals objectives:

7.4.1.1. Eighty five percent (85%) of students will show at least one year's growth in one year's time, as demonstrated by analysis of student achievement data. This will be measured by the NWEA assessment, or other similar assessment, of students from Fall to Spring of each year unless another assessment is agreed on.

7.4.1.2. Eighty five percent (85%) of students who have been enrolled in the School for at least three years will be proficient or advanced in reading, writing and math as measured by the applicable state-mandated assessment. This will be measured by taking the average of all such tests given in a particular year.

7.4.1.3. Ninety percent (90%) of kindergartners who have spent the full year at the School will be reading at grade level as measured by a national norm referenced test. This will be measured by DRA, DIBELS, or NWEA unless another assessment is agreed on.

7.4.1.4. Ninety percent (90%) of students in grades three or below who have attended the School for one full year will be reading at grade level as measured by a national norm referenced test. This will be measured by DRA, DIBELS, or NWEA unless another assessment is agreed on.

7.4.2. Unique School objectives. The Parties agree that the need to be served is as follows and that the School shall meet or exceed the following:

7.4.2.1. The School shall maintain a rating of "Yellow" (Accredited on Watch) or above on the CDE School Performance Framework; provided however, if the School's rating drops below "Green" (Meets expectations) then it shall be required to reapply as stated in § 2.1.1;

7.4.2.2. Provide levels of academic performance equal to or above the average achieved by other District schools with comparable socioeconomic demographics;

7.4.2.3. Limit drug use and violence in the schools;

7.4.2.4. Maintain levels of attendance at ninety five (95%) or higher; and

- 7.4.2.5. Provide a higher level of and more effective parental involvement.
- 7.4.3. District accreditation. The School shall be accredited on watch, accredited, or accredited with distinction in accordance with written District guidelines and state law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.
- 7.4.4. 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.
- 7.4.5. 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.
- 7.5. **Educational program characteristics.** The School shall implement and maintain the following characteristics of its educational program, subject to modification with the District's written approval:
 - 7.5.1. Characteristics. Incorporated herein is the description outlined in the Application. **Attachment 2.**
 - 7.5.2. Staff Qualifications. Each teacher shall have at least a Bachelor's degree, be Highly Qualified and demonstrate a command of the subject area that he/she teaches. All teachers that teach in core academic subjects and all academic paraprofessionals shall meet the requirements of the NCLB that are applicable to charter schools.
 - 7.5.3. Staff Training. The School agrees to provide all staff with the training necessary to be effective in their positions.
- 7.6. **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.
- 7.7. **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.
- 7.8. **Graduation requirements.** None.

- 7.9. **English language learners.** The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures for identifying, assessing and exiting English language learners.
- 7.10. **Education of students with disabilities and Section 504/ADA Compliance.** Notwithstanding anything in this Contract to the contrary and unless otherwise agreed to by the Superintendent or his designee and the School, special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), or the Americans with Disabilities Act ("ADA") shall be provided as follows:
- 7.10.1. The District and the School recognize that the BOCES is the administrative unit, responsible for ensuring that special education and related services assuring a student FAPE in the least restrictive environment are provided for IDEA-eligible students at the School in the same manner as they are provided in other schools in the District. The District and the School agree that the School shall contract directly with the BOCES for the provision of all special education related services, generally in accordance with the Operating Agreement Concerning Special Education Programs and Processes between the District and the BOCES ("Operating Agreement"), except that the School shall employ special education instructional staff as determined to be necessary by the IEP Team to serve IDEA-eligible students at the School. In other words, the School shall hire all necessary special education teachers and paraprofessionals to provide services to IDEA-eligible students with disabilities at the School and the BOCES shall hire and provide itinerant services to IDEA-eligible students with disabilities at the School (e.g. special services providers, including speech language pathology, occupational therapy, physical therapy, and school-based mental health services). Additionally, the BOCES will oversee procedural compliance with federal and state law and regulations concerning the education of IDEA-eligible students with disabilities, pursuant to the Operating Agreement. Should the School for any reason be unable or unwilling to provide special education instructional staff the District acknowledges that in this event it retains the responsibility under the Operating Agreement with the BOCES to provide such instruction. Within two (2) business days of the School determining that it is unwilling or unable to provide special educational instructional staff, the School shall notify the District that the District must assume this responsibility. In the event the District provides instructional services, it shall withhold from the School's funding the direct cost to the District of such services. The District shall provide to the School an accounting of such costs. All special educational instructional staff hired by the School shall be properly trained, licensed and endorsed to provide the special education services for which they are employed, including meeting the definition of "highly qualified teacher" pursuant to the No Child Left Behind Act and IDEA, as amended from time to time. At least three weeks prior to the start of each academic year, the School shall provide the District and BOCES with name and qualifications

of the special education teacher it hired; if the School fails to hire a special education teacher by this date, then the District retains the right to hire a special education teacher and charge the School the direct cost to the District of such a special education teacher. In the event a student in the School is placed in an out of district placement, the cost of such placement shall be borne by the District, in light of the School's contribution to such costs under § 10.2.1. If the School, the District, and/or the BOCES disagree as to the correct interpretation or application of a statute or regulation or any aspect of the education of students with disabilities, the BOCES's position will control.

- 7.10.2. The School will comply with all BOCES policies, procedures regulations and manuals, and the requirements of federal and state law and regulations concerning the education of IDEA-eligible students with disabilities. The School will be responsible for compliance with Section 504 and the ADA in its general curriculum, including but not limited to implementation of Section 504 Plan that has been developed for a student in accordance with District standards.
- 7.10.3. Responsibility to Defend. The School agrees that it shall reach an agreement with the BOCES regarding the handling of administrative and court proceedings.
- 7.10.4. The School agrees to indemnify the District and the BOCES, and their respective board members, officers, employees and agents, if the School, the District or the BOCES is named as party in an administrative or court proceeding relating in any way to the provision of special education and related services. The School's indemnification and hold harmless obligation shall include damages, attorneys fees, costs and expenses incurred by or applicable to the District or the BOCES, or their respective board members, officers, employees or agents. Subject to any provision to the contrary in the separate agreement between the School and the BOCES related to special education and related services, the School shall not be responsible, nor indemnify the District or the BOCES, for any liability, cost or expense incurred as a proximate result of the conduct of the District or the BOCES and their respective Board, officers, employees or agents.
- 7.11. Compliance with Charter Schools Act. The Parties acknowledge that they have negotiated alternative arrangements for the provision of federally required educational services, as permitted by C.R.S. § 22-30.5-112 (a.8), and that this Contract sets forth the agreed terms of those arrangements.
- 7.12. Assessments: All students are required by law to participate in the Colorado's state assessments. Each year, all students at the School shall take the battery of required standardized tests. Students who do not meet content standards shall be the subjects of individual literacy plans. Remedial action may include, at a minimum, required instruction outside the regular school day.

8. **FINANCIAL MATTERS**

8.1. **Revenues.**

8.1.1. Per pupil revenue funding. Per pupil revenues (“PPR”) shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5) or § 22-30.5-112.1, as applicable. In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School minus the following: the actual amount of the School’s per pupil share of the central administrative overhead costs (up to five percent of PPR), as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement, less deductions for purchased services, less other deductions as provided herein and adjusted as provided herein. 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.

8.1.1.1. 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.

8.1.2. The District shall pay to the School its proportionate share of the 2010 Mill Levy Override Funds for which it is eligible. The School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School as they are received from the County Treasurer.

8.1.3. Federal categorical aid. 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.

8.1.4. State categorical aid. On or before January 15th of each year, the District shall provide to the School the School’s proportionate share of applicable state categorical aid (e.g., English Language Proficiency, Amendment 23 capital construction funds, or Transportation funding,) 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.

8.1.5. The School shall work directly with the BOCES to receive its proportionate share of federal and state categorical aide, which the BOCES receives (e.g., Gifted and Talented and Special Education Funding). The District will cooperate, if needed, to assure the School receives all special education categorical funding for students enrolled at the School.

8.2. Disbursement of Per Pupil Revenue.

8.2.1. Disbursement of District per pupil revenue funding. Commencing on July 1st of each fiscal year of the contract term, District per pupil revenue funding as described in § 8.1 of this Contract 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 § 8.4 of this Contract. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with § 8.2 of this Contract. Funds shall be disbursed within five (5) days of being received by the District.

8.2.2. Adjustment to funding. The District's disbursement of funds shall be adjusted as follows: December 1st of each year, funding may be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1st 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 on January 15th 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 after the January 15th payment 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.

8.2.2.1.1. If a Colorado Preschool Program ("CPP") student dis-enrolls from the School, creating an open CPP slot, then that slot will assigned to the student on the waiting list with the highest identified need. If that student attends a District school, then a pro rata year share of funds attributable to that student shall be allocated back to the District. Conversely, if that student attends the School, then the School shall retain the funding. Decisions on reallocation of CPP slots shall be made based on written CDE guidelines.

8.3. **Budget.** The budget shall be prepared in accordance with 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 §§ 3 or 12 of this Contract.

8.4. **Enrollment projections.** As outlined above, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by May 15th, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official membership for the current school year.

- 8.5. **TABOR reserve.** The School shall retain a sum equal to three percent (3%) of the School's initial anticipated revenues, exclusive of gifts and federal funds, for use by the School for declared emergencies as provided in Article X, § 20(5) of the Colorado Constitution. Such emergency reserve shall be adjusted annually to provide for the retention of an emergency reserve equal to three percent (3%) of such revenues for each year. The School may request release of some or all of such funds pursuant to a resolution of its governing body declaring an emergency within the meaning of Article X, § 20(5) of the Colorado Constitution, provided that the sum so released shall be withheld from the following year's funding to restore the full three percent (3%) reserve.
- 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 with a value exceeding \$5,000 entered into by the School shall include the following provisions:
- 8.6.1. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
- 8.6.2. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board.
- 8.7. **Annual audit and trial balance.** 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 accordance with § 3.2.4.2.5. The School shall pay for the audit. In addition, the School shall transmit the final trial balance necessary for upload to the CDE to the District using the CDE chart of accounts by October 15th.
- 8.8. **Quarterly reporting.** The School shall prepare quarterly 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.
- 8.9. **Encumbrances and borrowing.** Any borrowing by the School above five percent (5%) of the School's budget shall be subject to prior District approval, such approval shall not be unreasonably withheld.
- 8.10. **Loans and Encumbrances.** No loans or agreements to encumber School assets may be made by the School to any person or entity (other than an affiliated entity) for any purpose without written District approval.
9. **PERSONNEL.** Matters concerning employment such as employee relationships and terms and conditions of employment shall be governed by the School and, to the

extent waivers have been granted, shall supersede the requirements of any District policies or regulations, subject to requirements of law, and subject to all provisions of this Contract, including but not limited to, the following conditions:

- 9.1. **No Employee or Agency Relationship.** Neither the School nor its employees, agents, or contractors are employees or agents of the District; and neither the District nor its employees, agents, nor contractors are employees or agents of the School. None of the provisions of this Contract will be construed to create a relationship of employment, agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Contract.
- 9.2. **Subcontract.** The School shall not subcontract the implementation of the total educational program without the written approval of the District.
- 9.3. **Hiring of Personnel.** All persons who perform services for the School shall be deemed to be “at-will” employees or volunteers of the School. In the event the individual is a non-probationary teacher with the District, the status of the employee shall be determined by state law and District policy. The School may select its personnel, subject to compliance with this Contract, all federal and state laws, rules and regulations, including without limitation, compliance with the requirements of No Child Left Behind (“NCLB”) and requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board or the District. None of the provisions of this Contract shall be construed to create a relationship of employment, agency, representation, joint venture, or control of employment between the Parties.
- 9.4. **Employee Compensation, Evaluation and Discipline.** As provided in 5.5.2.1 and/or set out in **Attachment 8**, the District has waived certain District policies and regulations concerning the compensation, evaluation, promotion, discipline and termination of the employment of Charter School employees subject to compliance with the provisions of this Contract and all state rules and regulations, unless specific waivers of such are obtained from the State Board.
 - 9.4.1. The School’s Board of Directors or its appropriate administrative officials shall be independently responsible for the supervision and evaluation of the staff within the School.
 - 9.4.2. The School’s Board of Directors shall be responsible for evaluating the performance of the School’s administrator.
- 9.5. **Payroll.** All matters relating to Charter School compensation, including but not limited to, salary amounts, handling of payroll, accounting for overtime, leaves of absence, benefits, worker compensation obligations, unemployment compensation obligations, etc., shall be the sole responsibility of the School.

- 9.6. **Benefits.** Employees of the School shall be entitled to receive from the School the benefits determined to be proper by the governing body of the School. Employees of the School shall not be deemed to be District employees and shall not be entitled to any compensation or benefits from the District.
- 9.7. **PERA Membership.** All employees of the School shall be members of the Public Employees' Retirement Association and subject to its requirements. The School shall be responsible for the cost of the employer's respective share of any required contributions.
- 9.8. **Background Checks.** The School agrees to obtain fingerprint and background checks for all employees, as required by C.R.S. § 22-1-121 and/or C.R.S. § 22-30.5-110.5. The School shall give notice to the District of any employee it finds who has a prior conviction of a felony.

10. **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)(a.9)(b.5). Such negotiations shall be concluded by June 15th of the year preceding that to which the costs apply.
- 10.2. **District services.** Except as specifically negotiated or as may be required by law, 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 June 1st of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.
- 10.2.1. **Special Education Services.** All special education funding shall be allocated through the BOCES to the School based on its per pupil count. The School shall pay to the District each year its proportionate per pupil share of the net cost to the District for all District students who are in out of district placements.
- 10.3. **Professional Development.** The School and the District agree to allow their respective staffs to participate in professional development activities, whenever appropriate.
- 10.4. **Interscholastic Events.** Students enrolled in the School shall be eligible to participate in ongoing District activities, subject to the same requirements and conditions as apply to District students, and in compliance with and subject to all District policies, procedures and rules and C.R.S. § 22-32-116.5. The School or parents shall be responsible for providing transportation for such activities for students of the School as necessary.

- 10.5. **District Resources.** The School may request transportation support from the District for field trips at direct cost. However, except as expressly provided pursuant to this Contract or amendment hereto, the School shall not be entitled to use of or access to District facilities, supplies, services or resources of any nature unless expressly approved by the District Superintendent.
11. **FACILITIES.** The location and housing for the School shall be at 504 4th Street, Georgetown, CO 80444.
- 11.1. **Location.** The location of the School shall at all times be consistent with the Application and acceptable to the District. The School may move its operations only after notifying and coordinating its action with the District
- 11.2. **Use of the Facility by the School.** The School will use the Facility for the sole purpose of operating a public school as authorized by this Contract. Only those activities ordinarily incidental to the operation of a public K-12 school will be permitted on the School's premises. The School will not carry on, nor will it permit, any activity that would threaten or endanger the health or safety of occupants, the structural integrity of the Facility, or the insurability of the Facility. The School may not lease, sublet, or otherwise grant to any third party any right to enter upon or use the premises without the written approval of the District Superintendent, provided that the School may permit use of the Facility by persons or groups associated with it for functions and activities consistent with the use of a public school building, and in accordance with District policies regarding facility use or an alternative policy agreed to by the District. The School shall not take any action that will result in any liens or encumbrances of any kind against District property. The School will not alter or modify the Facility without the written approval of the District, which will not be unreasonably withheld.
- 11.3. **Maintenance.** The School shall bear all costs of maintenance and operation of the premises during the term of the Contract, shall provide its own custodial and routine maintenance services, and shall reimburse the District for property insurance for facilities. The District shall, at its sole discretion, reasonably determine what level of maintenance is required for the facilities. The School shall not perform any maintenance other than routine custodial and maintenance without the written approval of the District's Maintenance Director or Superintendent. This includes any remodeling or structural changes to the buildings. The District shall not be financially responsible for remodeling and structural changes to the buildings unless such financial responsibility has been explicitly approved by the Board in advance of any such work or changes.
- 11.4. **Access.** The District shall have access at all reasonable times to any facility owned, leased or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with the terms of this Contract. Rules of common courtesy will be observed by providing advance notice of intended visits.

- 11.5. **Use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School, except as may otherwise be required in accordance with statute.
- 11.6. **Leases.** Any leases signed by the School shall be the sole responsibility of the School. The School shall indemnify the District and hold the District harmless from all liability, claims, and demands of any kind whatsoever which could arise out of or are in any manner connected to the School's location or operations.
- 11.7. **Compliance.** The School will comply with C.R.S. § 22-32-124, which requires that the facility conform to the standards of the Colorado Division of Labor. The School shall not operate a school in any location not approved by the Colorado Division of Labor, and, if required by law, the County Health Department, the County Planning Commission, and fire department having jurisdiction. Without limiting the generality of the preceding, the School will ensure that drop-off and dismissal do not place undue stress on existing traffic patterns and are in compliance with requirements of the County transportation department relative to Such compliance shall be evidenced by written approval of a plan by the County transportation department.
- 11.8. **Use of District Facilities.** The School may not use District facilities for activities and events without prior written consent from the District.
- 11.9. **District support of facility needs.** The District will help support the School's facility needs by providing for the following:
- 11.9.1. Provision for Independent Charter School Mill Levy. The School shall have the opportunity to request that the District submit to the eligible electors of the District the question of whether to impose a mill levy for the purpose of financing capital construction for the School in accordance with C.R.S. § 22-30.5-405. Any election called for a special charter school mill levy shall have the costs borne by the School.
- 11.9.2. Long Term 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. **CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE.**
- 12.1. **Renewal timeline and process.** The School shall submit its renewal application by December 1st of the calendar year before the School's Contract expires. The Board shall act on the renewal application by resolution no later than February 1st of the calendar year at the end of which School's Contract expires following a public hearing where the School shall have the opportunity to address the Board about its renewal request. If the Board 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 School shall follow the CDE's recommendations on the content which should be included in a Renewal Application.
- 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 the following:
- 12.3.1. 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 five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.
- 12.3.2. 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).
- 12.3.3. **Other Remedies.** The District may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s) and withholding of funds as provided in this Contract.
- 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. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies (see § 3 of this Contract) 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 1st 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 § 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. **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 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 District Board and the School's governing body and executed by authorized representatives of the Parties.
- 13.3. **Merger.** This Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and supersede 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.

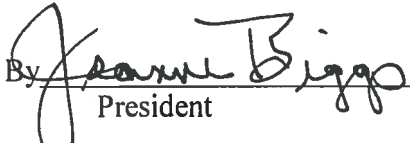
- 13.5. **Governing law and enforceability.** This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall 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.
- 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.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and Board 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.

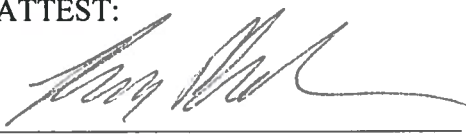
IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

CHARTER SCHOOL

SCHOOL DISTRICT

By 
President

By 
President

ATTEST:


ATTEST:


Secretary, Board of Directors
504 4th St. P.O. Box 129
Georgetown CO 80444

Secretary, Board of Education

ADDRESS

ADDRESS

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