

CHARTER SCHOOL RENEWAL CONTRACT
Jefferson Academy

This Charter School Renewal Contract ("Contract"), effective July 1, 2019, is made and entered into between Jefferson County School District R-1 (the "District" or the "Authorizer") and Jefferson Academy, a public charter school organized as a Colorado non-profit corporation (the "School") (and District and School may individually be referred to as a "party" or collectively, the "parties").

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §22-30.5-101, et seq. (the "Act"), allowing for the creating and operating of charter schools within the State of Colorado ("State") by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, the District's Board of Education ("District Board") previously authorized the School to form and operate a charter school in the District pursuant to a charter school contract, which expires by its terms on June 30, 2019; and

WHEREAS, on December 1, 2018, a renewal application was submitted by citizens of the District for renewal of the School as a charter school to operate within the District (the "Renewal Application"); and

WHEREAS, on January 10, 2019, the District Board of Education ("District Board") adopted a Resolution (attached here as **Attachment 1**) approving the School's charter school renewal application and granting the School a charter for a term of five (5) years.

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

SECTION 1: ESTABLISHMENT OF SCHOOL

1.1 Term.

This renewal Contract is effective as of July 1, 2019 and shall continue through June 30, 2024. Although this Contract is for operation of the School for a period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. This Contract may be renewed for an additional period upon application for renewal in accordance with State law and District Board approval of the renewal of the application.

1.2 Charter School Corporate Status.

The School is incorporated as a Colorado non-profit corporation. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws.

- A. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such terms are in accordance with State, federal and local law.

- B. Corporate Purpose. The purpose of the School as set forth in its Articles of Incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101, et seq.
- C. Governance. The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The Articles of Incorporation and Bylaws of the School will provide for governance of the operation of the School in a manner consistent with this Contract and State and federal law. The Articles of Incorporation and Bylaws are attached to this Contract as Attachment 2. Any material modification (as defined in Section 3.1 below) of the Articles of Incorporation or the Bylaws must be submitted to the District within ten (10) business days of their ratification or adoption by the School's governing board (the "Charter Board").
- D. Dissolution. Upon dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the District, as determined by the District and the School in advance of dissolution. The School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.
- E. 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.

1.3 Charter School Legal Status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 3.5 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 is additionally subject to the Open Meetings Law and the Open Records Act.

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

2.1 District Rights and Responsibilities.

- A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to all applicable federal and State laws and regulations, and District policies and regulations, unless specifically waived. All records established and maintained in accordance with the provisions of this Contract, policies and regulations, and federal and State law and regulations shall, subject to applicable state and federal law, and to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials. Records include, but are not limited to, the following:
 - i. School records, including but not limited to, student cumulative files, policies, special education and related services;

- ii. Financial records;
- iii. Educational program, including test administration procedures and student protocols;
- iv. Personnel records, including evidence that criminal background checks have been conducted;
- v. School operations, including health, safety and occupancy requirements; and
- vi. Inspection of the facility or facilities.

Notwithstanding anything to the contrary herein, the District shall not have access to (1) documents constituting communications with the School's attorney and which are protected by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney client consultation in executive session or subject to work product exception relating to negotiations with the District.

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives, whether verbal or written. The notification shall be made within three (3) business days of receipt of the complaint by the District and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.
- C. 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.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the Department (defined below) or other State sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, School Performance Framework ("SPF"), accreditation, special education, and funding information.
- E. Accreditation Data and Process. The District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present any appeal it reasonably determines to be valid to the Department in accordance with CCR 301-1-10.03. The District shall provide to the School in a timely manner the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 6.3 of this Contract.

- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School in accordance with Subsection D above, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable State or federal law. 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. The school shall meet all State, federal and district reporting requirements.
- G. In accordance with Section 110(1)(b) of the Act, the District shall annually provide the School with a review of its performance, which shall include at a minimum the charter school's progress in meeting the objectives identified in the plan the School is required to implement pursuant to C.R.S. §22-21-210 and the results of the School's most recent annual financial audit. The District shall provide the School with written feedback from the annual review.

2.2 School Rights and Responsibilities.

- A. Records. The School agrees to comply with all federal, State, and District record keeping requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be posted in accordance with the Financial Transparency Act, C.R.S. §22-44-301 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, subject, however, to Section 2.1.A above. The School shall comply with all District, State and federal reporting requirements.
- B. Notification Provided to the District.
- i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
 - a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 - b) Any complaints filed against the School by any governmental agency.
 - ii. Immediate Notice. The School shall immediately notify the District of any of the following:

- a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or State law;
- b) Any circumstance requiring the unplanned 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 or facilities;
- c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting regulations as required in C.R.S. §22-30.5-110.7(a) & (b) and other relevant laws as required.
- d) Misappropriation of funds;
- e) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
- f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.

C. Compliance. The School shall comply with all applicable federal and State laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from State law and District policies in accordance with Section 4.5. A list of some, but not all, of the federal and State laws with which the School must comply are listed in **Attachment 3**. Lack of inclusion in Attachment 3 does not excuse noncompliance or non-performance by the School. The School shall comply with all applicable federal, State and District accountability requirements including but not limited to the READ Act, federal and State testing requirements, the monitoring and documenting of student academic progress and other mandates as may arise during the term of this Contract.

D. Reports. The School shall provide in a timely manner 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 written notification shall be provided when due dates are changed or additional reports are to be provided. 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 this Contract, and the District may take actions outlined in Section 2.2.H.

I. The following required financial reports in addition to posting financial data on-line in accordance with C.R.S. §22-44-301 et seq., (including budget), shall be provided by the School annually by the specified dates:

- a) Proposed budget – on or before April 1.
- b) Projected enrollment – on or before April 1.

- c) School budget approved by Charter Board – on or before June 1 or within 30 days of an additional appropriation. NOTE: in the event of a mid-year revision to a budget due to a variance from a prior approved budget based on a plus or minus change of 5%, the School must submit a revised budget reflecting the variance within 30 days.
 - d) Quarterly financial reports – upon request.
 - e) Annual audit drafts due by October 15 and final copies – on or before November 15.
 - f) End of year trial balance – as requested.
- ii. School Calendar. The School shall provide the school calendar on or before April 1.
 - iii. Health and Safety Information. The School shall annually provide safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – on or before the annually published due date from the District.
 - iv. Year-end financial review. The School shall provide year-end financial information on or before June 15.
 - v. Bond Documentation. The School shall provide closing documents and bank statements no later than ten (10) days after closing.
 - vi. Safe School Plan. C.R.S. §22-32-109.1. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.
 - vii. Governance Information
 - a) Charter Board membership (i.e., names/ contact info, terms) – September 15.
 - b) Charter Board member conflict of interest disclosures – September 15.
 - c) Current Bylaws – within ten (10) business days after any material changes.
 - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
 - viii. Insurance certification – June 15, or annually within 5 business days of its renewal date.
 - ix. Academic Reporting – As required by the district, state law and State Board of Education rule.
- E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of

any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. Unless the School has insurance through District, the indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.

- F. Procedures for Articles of Incorporation and Bylaw Amendments. The School shall follow the 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 material modifications, as defined in Section 3.3 below. The Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in **Attachment 4**.
- G. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education (the "State Board"), shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.
- i. In the event any dispute arises between the District and the School concerning this Contract, including but not limited to the implementation of or waiver from any District policies, regulations or procedures, the disputing party shall notify the other party in writing that a dispute exists and shall identify the Section of this Contract that is in dispute and the grounds for the position. Such dispute shall first be submitted to the Superintendent of the District or his designee for review. Thereafter, representatives of the District and the School shall meet and attempt in good faith to negotiate a resolution of the dispute.
- ii. In the event the parties' representatives are unable to resolve the dispute informally pursuant to the procedure set forth above within sixty (60) days following notice of a dispute, the parties shall submit the matter to an independent mediator, who shall be agreed upon by the parties within fifteen (15) calendar days following either party's written request for mediation (the "moving party"). If the parties are unable to agree upon a mediator within that time, the moving party shall obtain a list of five names from the Judicial Arbitrator Group, Denver, Colorado, and submit them to the other party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving party.
- iii. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn make a decision on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the Board shall be final; provided, however, that the School may appeal to the State

Board concerning those matters within the State Board's jurisdiction in accordance with governing law.

- H. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. §22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of State or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection I below.
- i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. §22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5-112(8) and (9).
 - ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency 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 reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.
 - iii. Seeking Technical Assistance. The District may require the School to seek technical assistance if the School is required to prepare and implement a priority improvement plan or turnaround plan.
 - iv. Exercise of Emergency Powers. The District may request that the Commissioner of Education issue a temporary or preliminary order in accordance with C.R.S. §22-30.5-701 et seq., if the conditions of an emergency exist, as defined therein.
- I. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Charter School Emergency Powers Act set forth in C.R.S. §22-30.5-701 et seq., the District shall, to the extent practicable, engage in a due process procedure below.
- i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
 - ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the

President of the Charter 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.

- iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 2.2.H i through iv.
- J. District Violations of School law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.2.G, file an appeal with the State Board, or seek other remedies provided by law.
- K. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §22-30.5-701 et seq., it shall follow the procedures set forth therein.

SECTION THREE: SCHOOL GOVERNANCE

3.1 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 will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Bylaws shall be made in accordance with the procedures described in Section 2.2.F of this Contract. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents; that significantly increases the number or percentages of votes required to take major actions; or that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

3.2 Corporate Purpose.

The purpose of the School as set forth in its Articles of Incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 et seq. and purposes ancillary thereto and in support thereof.

3.3 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 Open Meetings Law, C.R.S. §24-6-401 et seq. and Open Records Act, C.R.S. §24-72-201 et seq., and shall adopt and strictly enforce a conflict of interest policy.

3.4 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 School shall submit to the District for approval its process for resolving public complaints, including complaints regarding curriculum, which must provide an opportunity to be heard and an appeal process similar to that provided in current District policies/regulations and procedures.

except that the final administrative appeal shall be heard by the Charter Board, rather than the District Board. Any material changes to the process shall be submitted to the District for approval prior to implementation.

3.5 Contracting for Core Educational Services.

Unless otherwise agreed in writing by the District, which approval shall not be unreasonably withheld, conditioned or delayed, 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 or provide specific services as a portion of the School's educational program or operations. Subject to the limitations above, the School may negotiate and contract with a school District, the governing body of a State college or university, a school food authority, or any third party for the use, operation and maintenance of a school building and grounds or the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein.

3.6 Contracting for Operational and Administrative Services.

Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest.

3.7 Volunteer Requirements.

Any requirement adopted by the School that requires parents commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. A copy of the School's volunteer policy and any changes thereto shall be provided to the District.

3.8 Conflict of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with District policies and regulations regarding ethics and conflict of interest, unless otherwise waived pursuant to Section 4.5.B below. Notwithstanding the contrary, District Policy GP-9 is waived only to the extent that it prohibits employees of a charter school from serving on its governing board and if not otherwise prohibited by School policy.

SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS

4.1 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 and as allowed by the Act): 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.

4.2 Evaluations and Trainings.

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the lead administrator of the School at least annually, in form determined by the Charter Board in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Contract.
- B. Employee Evaluations. The lead administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 4.5 of this Contract.
- C. Training. The Charter Board shall adopt a policy for its annual training plan. Further Charter Board members will satisfactorily complete the online charter school governing board training modules recommended by the Department, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion) or (b) being seated on the Board (for all future Board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report Compiled by the District.

4.3 Transportation and Food Services.

- A. The District and the School acknowledge and agree that transportation will not be provided to students attending the School, except that the School may purchase from the District transportation to extracurricular activities on the same basis as other schools in the District. If the School subsequently determines to provide transportation during the term of this Contract, such services shall be provided in accordance with applicable federal and State law. This section does not apply to IDEA-eligible students placed at the School by the District. In the event that the District places a student at the School, it will provide transportation for the student to/from the School. Transportation for such students to participate in extracurricular activities will be the responsibility of the School. If a student's IEP team will be discussing or considering adding transportation to a student's IEP, a District Special Education liaison must be in attendance at the IEP meeting.
- B. The School shall be solely responsible for providing food services, if any, to students attending the School. The School may implement a program to provide free and reduced price meals to qualifying students that attend the School (through utilization of the CDE Family Economic Data Survey if appropriate) through a qualified School Food Authority ("SFA") or the School may qualify and serve as an SFA in accordance with applicable law. The District may from time to time offer food services for purchase by the School at the rates set annually by the district.

4.4 Insurance.

During the term of this Contract, the School shall purchase and maintain insurance protecting the School and Charter Board, employees, and volunteers (if allowable by policy), and District where appropriate as an additional insured or to the extent of its interests, consisting of commercial general liability insurance, errors and omissions liability insurance (school entity liability insurance), auto liability insurance and any property insurance as may be required to appropriately

insure property interest commitments as well as statutory workers' compensation insurance coverage at the coverage amounts as may be set by the District from year to year. Participation in the District's Risk Management program is subject to written approval by the District.

The District shall provide at least 30 days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State and that are rated by A.M. Best Company not lower than "A-VII" unless otherwise approved by the District. Non-rated insurers must be approved by the District. The School shall provide certificates of insurance to the District's Director of Risk Management by June 15 annually for compliance review and approval of said coverages. Identified deficiencies shall be rectified within twenty (20) business days following notification specifying the deficiency. 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 thirty (30) days' prior written notice by certified mail, return receipt requested, sent to the School and the District's Director of Risk Management, if available under the policy or by endorsement; otherwise, the School shall notify the District within 3 business days of its receipt of notice received in accordance with the terms of such policies. The School shall notify the District's Director of Risk Management 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.

The School shall have on file at all times a copy of the purchased insurance policies that, at a minimum, meet the requirements as set by the District from year to year, as well as evidence that payment of premiums for such policies have been timely made. The insurance policies may provide for retentions (self-insurance) or deductibles in amounts as approved by the District. In any event, the School shall, at all times, maintain sufficient restricted cash reserves to cover all retention and/or deductible amounts and shall provide documentation that such reserves have been maintained. The District's Director of Risk Management may review and inspect the School premises to assess the adequacy of School provided insurance programs.

Both parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this Contract.

4.5 Waivers.

A. State Laws and Regulations

- i. Automatic Waivers. Pursuant to C.R.S. §22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. §22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is not required to submit a replacement plan and rationale to the Colorado Department of Education, to specify the manner in which the School intends to comply with the intent of the State statute or State Board rule. All such waivers listed on **Attachment 5** as Automatic Waivers shall be deemed granted to the School upon execution of this Contract.
- ii. 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 the waiver is consistent with the School's operational or educational needs.

- iii. Procedures for Non-Automatic Waiver Requests. The District Board agrees to jointly request waiver of the non-automatic State laws and regulations that are listed in **Attachment 6**. 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.
- iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers from State law. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District 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(s) from the State Board, if the District's Board first approves the request. State 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.

B. District Policies

- i. Automatic Waivers. Certain District policies are not waivable and other policies are deemed automatically waived for the School, and these automatic waivers are set forth on **Attachment 7**. The District shall keep an updated list of District policies that the School may automatically waive. The School shall be waived from all policies that are on such automatic waiver list at the time of this Contract, and any updates to the list during the term of this Contract. The District shall include on this list and grant any automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school.
- ii. Additional Waivers. The School shall be granted certain additional waivers from District policies set forth in **Attachment 8**. Where indicated in the "District Policy Waivers for Charters", Attachment 8, the term District is synonymous (and deemed replaced) with the term charter school. It is the intent of this provision to require the School and its staff to fulfill the responsibilities and/or obligations defined in these policies and not absolve them of those responsibilities and/or obligations.
- iii. Subsequent Waiver Requests. The School may request additional waivers after the execution of this Contract. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District 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.

4.7 Bidding Requirements

Unless purchased from or through the District, contractual services and supplies, materials and equipment shall be procured through a system of competitive bidding, as required by School District policy/regulations and State law, unless a waiver has been obtained.

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels.

The School may serve students in grade Pre-K through grade 12.

5.2 Student Demographics.

As required by the Act, C.R.S. §22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the District. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch, English language learners, and special education programs within the District average, taking into account the demographics of other public schools within a reasonable proximity to the School. The parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in Attachment 9, subject to participation in a district-wide enrollment process that incorporates the School's adopted enrollment priorities.

5.3 Maximum and Minimum Enrollment.

The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and site. The minimum enrollment is determined to be the lowest enrollment necessary for financial viability, as reasonably determined by both parties.

5.4 Eligibility for Enrollment.

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

5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

The School's enrollment preferences, selection method, timeline, and procedures are described in Attachment 9, subject to participation in a district-wide enrollment process that incorporates the School's adopted enrollment priorities.

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan.

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

- A. Following the application deadline and upon completing the lottery, if appropriate, the School shall require that the student/District provide the most recent Individualized Education Program ("IEP") or Section 504 Plan, if any.
- B. When an applicant has an IEP or Section 504 Plan, a screening team consisting of the School Principal or designee, the School special education coordinator, and a District representative, if requested, shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the services and, space and accommodation

that can reasonably be made available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team deems it appropriate, the District representative shall convene a complete IEP team comprised of appropriate School and District staff and parents of the student (the "IEP Team") to make the final determination.

- C. 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, following the process described in subparagraph B above, 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.
- D. 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 student's application for admission is contingent upon the determination by the IEP Team that the student can receive a free appropriate public education in the least restrictive environment at the School in its existing programs with or without reasonable modifications. If the determination is that Free Appropriate Public Education (FAPE) is not available, 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. A District Special Education Liaison must attend any meeting where a determination is made that FAPE is not or may not be available to a student at the School. 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.

5.7 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.

5.8 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, District policy (unless otherwise waived) and this Contract. If the School has more applicants than it has space, preference shall be given according to the School's enrollment policy set forth in Attachment 9, subject to participation in a district-wide enrollment process that incorporates the School's enrollment priorities, including preference to those students who reside within the District. The School shall handle denial of admission in a manner consistent with State law and District policy/regulations. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

5.9 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 shall not be unreasonably denied.

5.10 Discipline, Suspension, Expulsion.

The School agrees that it shall comply with all District policies/regulations concerning student attendance, standards of conduct and discipline unless and until the School adopts its own written policies that are approved by the District. The School's procedures shall provide for an appeal in student discipline cases, except expulsions, to the Charter Board. Where the principal of the School recommends a student for expulsion, the proceedings shall be referred to the District's Charter Schools Administrator for handling through the District's expulsion processes. The District's Board shall have final authority regarding appeals in student expulsion cases. Any general or special education services required by law to be provided to a suspended School student shall be the sole responsibility of the School to arrange. Any general or special education and related services required by law to be provided to an expelled School student shall be the responsibility of the District; provided, however, that the School shall cooperate with the District to provide general education services to School students who are expelled within the last eight weeks of the school year.

5.11 Continuing Enrollment.

Pursuant to Colorado State law, students who enroll in the School may remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or placement in a different school pursuant to an IEP and the School shall be considered the student's home school for purposes of choice enrollment. Students wishing to transfer from the School to another school in the District may do so only through the District's within-District choice enrollment and transfer procedures.

SECTION SIX: EDUCATIONAL PROGRAM

6.1 Vision.

The School's vision is set forth in [Attachment 10](#).

6.2 Mission.

The School's mission is set forth in [Attachment 10](#).

6.3 Goals, Objectives, and Pupil Performance Standards.

The goals, objectives and pupil performance standards set forth in the Renewal Application are accepted by the District, as amended by this Contract, and subject to the conditions set forth below:

- A. District Accreditation. The School shall be accredited 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. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §22-7-101 et seq.; the Education Reform Act, C.R.S. §22-7-401 et seq.;

the School Accountability Reporting Act, C.R.S. §22-7-601 et seq.; Educational Accreditation Act of 1998, C.R.S. §22-11-101 et seq.; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived.

- B. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards 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 prior notice and an opportunity for input into any proposed changes before they are finalized. The School and the District agree that the School shall not be required to adopt any changes in District policy under this Section during the term of this Contract, unless required to by State or federal law.
- C. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework, any additional federal requirements, and any other agreed-upon measures and metrics. 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.
- D. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and State laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any State regulations governing the operation of school facilities.
- E. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Renewal Application and this Contract.

6.4 Educational Program Characteristics.

The School shall implement and maintain the characteristics of its educational program set forth in the Renewal Application, subject to modification with the District's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

6.5 GED and On-Line Programs.

The School's educational program as contained in the Renewal Application and currently operated and as reviewed by the District does not include an on-line program pursuant to C.R.S. §22-30.7-101 et seq., or a GED and the School is accordingly prohibited from offering such online or GED programs with the exception of a GED program specifically targeted to pregnant and parenting teen mothers participating in the programming at Hope House.

6.6 Curriculum, Instructional Program and Pupil Performance Standards.

- A. 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 the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

- B. With respect to each subject area not tested under the State's standardized testing program for which the District has developed embedded assessments designed to measure achievement of standards, the School shall notify the Charter School Administrator in writing prior to July 1 of the fiscal year following the fiscal year in which such embedded assessments were developed as to whether it will use the District's embedded assessments or whether it will use its own embedded assessments. If the School intends to use its own embedded assessments, it shall submit its proposed assessment program for review with its written notice to the Charter School Administrator, and may only implement and use its assessment program if approved by the District. The School shall adhere to all District timelines for developing (if applicable) and administering assessments, and may upon written request to and approval from the District, develop and implement a subsequent alternative assessment to a District embedded assessment.

6.7 Graduation Requirements.

If applicable, the School shall develop and submit to the District for approval a policy setting forth graduation requirements that align with State graduation guidelines.

6.8 Tuition and Fees.

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

6.9 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 serving English language learners and exiting them from the program.

6.10 Education of Students with Disabilities.

- A. Individuals with Disabilities Education Act ("IDEA") -eligible Students with Disabilities.
- i. The School agrees to comply with all District policies/regulations and the requirements of federal and State law concerning the education of IDEA-eligible students with disabilities, and shall provide special education programs and services to students at the School at a level

consistent with other schools in the District serving the same grade levels. Upon enrollment of a student, the School shall determine whether the student has been identified as a child with disabilities under the IDEA. If so, the School shall comply with the process set forth in Section 5.6 of this Contract.

- ii. A description of the special education services to be provided by the District and their cost is set forth in Paragraph 7.1.A.ii below. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, the responsibility for providing such transportation shall be determined in accordance with the IDEA and other applicable laws. A District representative shall participate in any meeting in which the provision of transportation for a student with a disability enrolled at the School is being determined.
 - iii. The School shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.
 - iv. The District and the School shall jointly direct the development and/or modification of any IEP for special education students of the School. The District's Executive Director of Student Success, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services as needed to ensure compliance with federal and State regulations. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and State law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
 - v. The School's special education teachers are able to attend professional development and induction programs sponsored by the District.
 - vi. The District or the School may identify from time to time changes to the educational program of the School that are reasonably necessary to comply with applicable law for educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
 - vii. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and State law.
- B. Non-IDEA-Eligible Students with Disabilities. As a recipient of federal funds, the School is responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for the protections thereunder. The School agrees to follow District policy in identifying students who are Section 504-eligible and providing them with reasonable accommodation.

6.11 Extracurricular and Interscholastic Activities.

Subject to the provisions of C.R.S. §22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with State law with the District schools for School student seeking to participate in activities not otherwise sponsored by the School. The student may try out at the school in the District designated by the District in accordance with the law and applicable Colorado High School Activities Association "CHSAA" rules. The School and the student shall comply with all applicable rules of CHSAA, the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.

The District is not required to provide transportation of the School's students to other schools in the District to enable them to participate in extracurricular and athletic practices, rehearsals, and meetings, or to otherwise expand transportation provided for such activities and events. The School and/or parents of students enrolled in the School shall be responsible for transportation for such activities for all students of the School, including students with disabilities, as necessary for such participation. In the event the District provides transportation for an extracurricular group or athletic team to participate in a competition, students of the School shall be provided District transportation from the same departure and return points as provided to the other District student participants in the activity. Nothing herein shall be construed to require modification by either party of any calendar or schedules for extracurricular programs.

6.12 Collaboration with District.

- A. The School shall provide reasonable notice to the District before entering into any inter-governmental agreements with other government entities.
- B. The School may take part in cooperative purchasing discounts and/or promotions made available to other District schools through the District or by third-party contracting organizations.

6.13 Expansion and Replication.

This section intentionally left blank.

SECTION SEVEN: FINANCIAL MATTERS

7.1 Revenues.

- A. Funding.
 - i. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction revenue payments pursuant to C.R.S. §22-54-124, minus the following: (a) the actual amount of the School's per pupil share of the actual central administrative overhead costs of the District (up to five percent of PPR), as provided by law, (b) the cost of special education services set forth set forth below, (c) deductions for purchased services set forth in Section 9.1 below or as otherwise agreed to in writing by both parties, and (d) other deductions as provided herein and adjusted as provided herein. Any

subsequent Department audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

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

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by law, under C.R.S. §22-30.5-112(2)(a.4)(i). The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap referenced above.

- ii. The School shall receive a proportionate share of funding provided under the Exceptional Children's Education Act, C.R.S. §§ 22-20-101 et seq. ("ECA"), for special education, calculated in accordance with the following formula:

$$\frac{\text{Total District ECA Revenue}}{\text{Total # of Identified Students in the District}} \times \text{\# of Identified Students at the School}$$

Such funding shall be provided upon receipt by the District for the 2018-19 fiscal year and each subsequent year this Contract is in effect. The School shall provide and bear the cost of special education services at the school at a level comparable to regular schools in the District serving the same grade levels, including related services and required paraprofessional support. The District shall provide access to trainings, professional development, systematic support and guidance for special education while the School will hire its own special education teacher(s) subject to review of licensing and reference checks. Where a student with disabilities enrolled in the School requires more extensive services than are customarily provided by regular District schools serving the same grade levels, the District will be responsible for providing such services. In addition, the District will provide oversight and support from central administrators, access to District-wide special education programs and defense of due process hearings through the administrative appeal level, on the same basis as such oversight, support, access and defense are provided to other District schools. As consideration for the District's assumption of these responsibilities, for each school year of this contract the District shall retain certain funds per funded FTE pupil at the School from the revenues provided under paragraph 7.1 (A)(i) above as determined by the District from year to year as a mandatory purchased service. The District shall also retain, as consideration for its assumption of responsibilities under this paragraph 7.1(A)(i), the funding it receives under the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 et seq. ("IDEA"), attributable to identified students with disabilities enrolled in the School. For the years this Contract is in effect, the amount withheld for District-wide special education oversight, support and access to District-wide programs shall be determined annually in accordance with paragraph 7.3 below. In accordance with Section 112(3)(c) of the Act, within

ninety (90) days after the end of each fiscal year, the District shall provide the School an itemized accounting of all the actual special education costs that the District incurred for the applicable fiscal year and the basis of any per pupil charges for special education that the District imposed for such fiscal year. The School will provide the District with evidence that special education service providers meet educational and certification or licensing requirements of State law, documentation of the nature and duration of services provided for each student with disabilities by such service providers, and other information required to complete applications for federal and State funds for students with disabilities.

- iii. For each school year of this contract the District will withhold from funding provided to the School under paragraph 7.1(A)(i) above certain funds per funded FTE pupil at the School from the revenues provided under paragraph 7.1(A)(i) above for District-wide English as a Second Language (ESL) services as determined by the District from year to year as a mandatory purchased service. For the school years this Contract is in effect, the amount withheld for District-wide ESL services will be determined annually in accordance with paragraph 7.3 below. It is the intent of the District that the School receive a proportionate share of funding provided by the federal and State governments for gifted and talented students and other federal and State grant sources, to the extent that the School complies with the conditions and requirements of such grants, applicable law and reporting requirements under such grants. A proportionate share of moneys generated under other federal or State categorical aid programs shall be directed to the School for each of the School's students eligible for such aid. Prior to receipt of such funds, the School shall provide the District with acceptable assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for categorical aid. The School shall provide the District with data necessary to complete claims for such funds.

B. Bond and Mill Levy Funds:

- i. Bond Issues. Pursuant to C.R.S. §22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. §22-30.5-404 and 405.
- ii. Mill Levy. Pursuant to C.R.S. §22-30.5-118 and C.R.S. §22-30.5-119, if the District has a planning committee regarding a potential mill levy ballot question for the electorate, the District must allow the charter schools authorized by the District to have at least one representative on the District's planning committee. The District must notify the charter schools of the planning

committee's meeting schedule. The charter schools of the District shall cooperate in determining the representative(s). The District shall invite each charter school in the District to participate in any discussions about submitting a ballot question to authorize additional local revenues (such as a mill levy) at least by June 1 of the election year. The District shall pay to the School its proportionate share of additional mill levy revenue for which it is eligible in accordance with applicable law, District policy, and ballot language. The School shall use such funds in accordance with applicable law, District policy, and ballot language. Funds shall be made available to the School at the beginning of each quarter starting July 1 for schools that use district financial services and in March once funds are received for schools that do not use district financial services. If the School receives additional mill levy revenue, the School shall budget for and record expenditures of such revenue in a manner so that compliance with district guidelines and/or ballot language is easily identifiable in financial reports.

- C. Federal Categorical Aid. Each year the District shall allocate to the School the School's proportionate share of applicable federal Every Student Succeeds Act (ESSA) 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 Department as required. District shall provide School in writing with its formulas and calculations for determination of eligibility and amounts to be received by the School, for each applicable category of title funding. 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.
- D. State Categorical Aid. On or before January 15 of each year, the District shall allocate or provide services to the School equal to the School's proportionate share of applicable State categorical aid (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) received by the District for which the School is eligible (including but limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required or evidence of students enrolled in the School that are eligible for such funds.
- E. Other Grants. The School will receive their equitable share of the money the District receives through relevant State and federal grants.

7.2 Disbursement of Per Pupil Revenue.

- A. Disbursement of District Per Pupil Revenue Funding. Commencing on July 1 of each fiscal year of the Contract term, District per pupil revenue funding as described in Section 7.1.A shall be disbursed to the School in quarterly installments at the beginning of each quarter on July 1, October 1, January 1 and March 1, for schools holding their funds in the District accounts and dispersed monthly for schools moving their accounts outside of the District accounts, subject however, to annual appropriation and the District's receipt of the funding. The first and second quarters, July through December, funding shall be based on the School's enrollment projections submitted in accordance with Section 7.4 for schools holding their funds in the District and shall be based on student enrollment as reported through the District's student information systems for schools moving their funds outside of the district.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: In December or January funding will be adjusted factoring in the final October one day count and adjusted per pupil

funding as determined by the Colorado Department of Education. This adjustment will be posted back to each respective quarter that has passed, and the payments made by the District to the School under Subsection A above for the remainder of the fiscal year shall be adjusted accordingly, to fully allocate such overall adjustment for the year. If the School submits enrollment projections that vary from actual enrollment by 5% or greater, the District may adjust funding based on student counts reported in the Student Information System any time prior to the final October one day count. In addition, to the extent that the District experiences any reduction or increase in State equalization support by a legislative rescission, one day count audits or other action, proportionate reductions or increases shall be made to the School's funding. All adjustments to funding will be made by the end of the fiscal year.

7.3 Budget.

On or before June 1 of each year, the School shall submit to the District its Charter Board approved balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. Any projected changes in enrollment and adjustments in the amounts withheld by the District for special education oversight, support and access to District-wide programs and for District-wide ESL services necessitated by changes in revenue and/or expenses shall be provided by the District no later than April 1 of each year. The budget shall be prepared in accordance with C.R.S. §22-30.5-111.7(1)(a) and §22-30.5-112(7) and the State-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. NOTE: in the event of a mid-year revision to a budget due to a variance from a prior approved budget based on a plus or minus change of 5%, the School must submit a revised budget reflecting the variance within 30 days.

Proposed budgets that spend down reserves shall include a narrative addressing 1) why reserves are being spent 2) the duration of the reduction and 3) the date when the School will return to a balanced budget. A material violation of this Section may result in the District initiating remedies described in Section 3.2.1.

7.4 Enrollment Projections.

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by April 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than five percent (5%) of the official membership for the current school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Section 8.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.5 TABOR Reserve.

The School's ending fund balance for each fiscal year of the term shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will maintain a TABOR Reserve balance and ensure that balances are appropriate, in keeping with Colorado Constitutional requirements and consistent with State and District policies and law.

7.6 Contracting.

The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to

contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School shall include the following provisions:

- A. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
- B. If such agreement extends over more than one fiscal year, the financial obligations of the School arising out of the agreement are subject to annual appropriation by the Charter Board, unless reserves have been irrevocably pledged to pay future year's obligations under such agreement.

7.7 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 School shall provide information required for the annual audits in accordance with the District's closing schedule and reporting deadlines, and adequate documentation to support financial information required for the audits, in a format prescribed by the auditor. A draft of the results of the audit shall be provided to the District in written form by October 15 of each year. The School shall pay for the audit. The final audit shall be provided to the District on or before November 15. If, for causes within the School's control, the audit is not provided to the District by October 15 and November 15 of each year as outlined above, it shall be considered a material breach of this Contract, and the School shall have five (5) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by November 15th is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by COE and the District. Any requests for extensions must be approved by the District.

7.8 Quarterly Reporting.

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102(1)(b), and post required reports online pursuant to C.R.S. §22-44-301 et seq. Such reports shall be submitted to the District upon request or within 30 days after the end of the fiscal quarter. Year-end reports shall also be submitted upon request.

7.9 Non-Commingling.

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

7.10 Loans.

No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without District approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

7.11 District Loans.

Schools may not borrow funds from the District without approval from the District Board. TABOR reserves must be maintained throughout the fiscal year. If the School has an unplanned emergency that could result in borrowing, the District Chief Financial Officer should be notified to discuss the financial issue, forecast and revised business plan.

7.12 Outside Bank Accounts

The School shall use the District's accounting system and shall not have bank accounts outside of the District. Should the School plan to exit the District's financial support services, the District will work with the School to reach a mutually acceptable transition plan for the next fiscal year.

SECTION EIGHT: PERSONNEL

8.1 Employee Status

All employees hired by the School shall be employees of the School and not the District. All employee hiring, discipline and termination decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School.

- A. Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by applicable State and federal laws, rules and regulations, including but not limited to C.R.S. §22-30.5-110.5 and §22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the School complete the requisite background checks. The School may contract with the District for background checks and fingerprinting services.

8.2 Affordable Care Act Covenants and Representations

The School shall comply with the Patient Protection and Affordable Care Act ("PPACA") and its related regulations, as applicable. To the extent permitted by law, the School shall indemnify and hold the District and its board members, employees, and agents harmless from and against all damages, losses, and expenses arising out of or resulting from the School's failure to comply with PPACA and its related regulations. The School's indemnification obligation hereunder shall survive the termination of this Contract. The School will sign the Cafeteria Plan Notice and Approval Form attached hereto as Attachment 11.

8.3 Payroll.

Unless the School elects to contract for payroll and accounting services outside of the District pursuant to Section 9, employees shall be paid through the payroll department of the District using its procedures for recording employee work hours, overtime, absences, leaves, vacation and other adjustments, as contained in applicable District policies/regulations. If the School contracts for payroll services outside of the District, the School shall assure that records are maintained, reports are made and employment taxes are withheld and paid in accordance with the requirements of federal and State law and of the Public Employees Retirement Association.

8.4 Benefits.

The School may purchase on behalf of its employees health, dental and vision insurance coverage available to District employees, at cost, provided that the School uses the District's payroll and accounting services.

8.5 PERA Membership.

All the School employees shall be members of the Public Employees Retirement Association ("PERA") and subject to its requirements. The School shall be responsible for the cost of the employer's respective share of any required contributions.

8.6 Equal Opportunity Employer.

No individual shall be discriminated against in term, conditions or privileges of employment, excluded from participation in a program or activity, denied benefits, or otherwise discriminated against on the grounds of the individual's race, creed, color, religion, gender, national origin or ancestry, age, mental or physical disability, sexual orientation, gender identity, genetic information or veteran status. This statement is made in accordance with the provisions of and amendments to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act of 1967, and the Rehabilitation Act of 1973.

8.7 Employee Welfare and Safety.

The School shall comply with all District policies/regulations unless otherwise waived, and all applicable federal and State laws, concerning employee welfare, safety and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 et seq.

8.8 Employee Records.

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable District policies/regulations unless otherwise waived from the same, and applicable federal and State laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the requirements of the Colorado Open Records Act, §§ 24-72-201 et seq. The School shall provide to the District the employee identification data necessary for the payroll process and State reporting.

8.9 Employee Conflicts of Interest.

All School employees shall comply with the District's policies/regulations, and applicable State law, concerning staff conflicts of interest unless otherwise waived pursuant to Section 4.5.B.

8.10 District Teachers.

Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from their employment with the District, consistent with State law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District. Such leaves shall commence on the day following the last day of service to the District required under the teacher's current contract and shall end on the first day of the teacher's provision of services upon the teacher's return to the District. Leave for teachers will not be approved to commence prior to the completion of services by the teacher under the teacher's current contract with the District. A request for return to the District during the term of the leave may be granted by the District at its sole discretion. The status of any teacher in the District employed by the School and on an approved leave from the District

shall not be affected by such employment; however, the teacher will not be eligible to move vertically on the District's salary schedule. A probationary teacher shall not acquire nonprobationary status in the District or accrue credit toward nonprobationary status with the District based on employment with the School while on approved leave. The period of time during which a teacher is on approved leave for employment with the School shall not be credited as continuous service. Upon returning to the employment of the District from an approved leave, the School teachers in good standing will be provided a position with the District, although not necessarily the same position as they previously held. A probationary teacher whose contract with the District is nonrenewed prior to the commencement of services to the School will not be provided a position in the District upon completion of employment with the School.

SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT

9.1 Purchase of District Services.

- A. The School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services.
- B. For each fiscal year of this contract, the parties mutually agree that the following services shall be provided to the School by the District at a cost as set forth in the Purchased Service contract from year to year for each funded FTE pupil enrolled at the School: payroll, accounting, purchasing, accounts payable (but not accounts receivable), cash management and tax anticipation note interest expense, compensation and records, benefits enrollment and processing (where employee benefits are purchased from the District) and related costs for integration with the State, student data services, District Communications Department services, connection of phones and District workstations, District-wide mandated assessments, access to legal consultation (other than consultation on employment issues) through the District's legal counsel where such assistance is requested through the District's designated Charter School Administrator and where the District determines that such assistance is appropriate, and the ability of the School staff to participate in District staff development activities and programs on the same basis as staff employed by the District (where a fee is required for District staff, such fee shall be paid by the School). The percent of PPR charged by the District to cover the cost of the foregoing services shall be redetermined annually and incorporated in this contract as **Attachment 12**. Should the School elect to use an accounting and/or payroll service other than the through the District, the actual cost for services excluding the aforementioned services may be charged, and may not include any discounts as may be available to schools who choose to use all the District services including accounting and payroll.
- C. The School may purchase from the District the services and materials specified in Attachment 12 at the costs specified therein. Costs and available services and materials shall be redetermined each subsequent year this Contract is in effect and the items elected for purchase by the School shall annually and incorporated in this contract as Attachment 12. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the District for the entire budget year.
- D. The following services are not available for purchase: networking services, facilities management, telecommunication, energy management, custodial services, small engine repair, transportation/fleet management, post-secondary options, preschool and early retirement.
- E. Costs shall be adjusted annually by the District based upon its then-current budget and reconciled to actual costs within 90 days after the end of each fiscal year as required by C.R.S. §22-30.5-112(2)(a.4)(i).

and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed party.

- F. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the District, unless otherwise waived in writing by the District.
- G. The parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year.
- H. The District Director of Risk Management may review and approve the School to purchase District insurance services and coverages set forth as evidenced in **Attachment 13**. The District Director of Risk Management may review and inspect the School premises to assess School operations and property conditions to assure underwriting viability to be included in District provided insurance programs. Under these circumstances, the District will provide legal services, through the District's legal counsel, for defense of suits, actions and claims against the School sounding in tort, for which the District provides insurance coverage, including appeals to federal or State courts of special education due process hearings. Such legal services shall not be provided for defense of matters involving workers' compensation (unless the District also provides the workers' compensation coverage), unemployment compensation or disputes with the District. Any provision of a defense is conditioned upon prompt notification by the School to the District of all claims, including threatened or reasonably anticipated claims or actions; full cooperation with the District and legal counsel in defending the claim; and the School not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the District Board. The School acknowledges that in the event of a dispute between the School and the District, the District's legal counsel will represent the District and not the School. Any potential conflict of interest arising from the representation of the School by the District's legal counsel shall be resolved in accordance with the Colorado Rules of Professional Conduct.
- I. If the School elects not to purchase the required insurance services and coverage from the District, then the District will not provide or pay for legal fees, costs or judgments incurred in defense of litigation against the School. In the event the School is not insured through the District and a special education due process hearing involving the School is appealed to federal or State court, the District will provide a defense through its legal counsel, and the School shall pay one-half of the legal fees and costs incurred in the defense of such appeal, as well as its share of any judgment resulting from such appeals (including costs of court-ordered services, in accordance with the allocation of special education responsibilities set forth in this Contract, and one-half of any award of attorney fees and/or costs). If the School retains an attorney for defense of such appeals, the School shall be solely responsible for all fees and costs incurred in connection with such representation, as well as any judgment rendered against the School.

SECTION TEN: FACILITIES

10.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 10 days of closing, refinancing or leasing. The School has or shall

comply with C.R.S. §22-32-124, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1 above. If the School occupies a District owned facility, the School shall work in conjunction with the District for any construction or renovation of the District facility used by the School. If the School leases or owns other property, they will be fully responsible for that property.

10.2 Use of District Facilities.

The School may use District facilities in accordance with District policy.

10.3 Impracticability of Use.

If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to, but may, provide an alternative facility for use by the School to operate the School.

10.4 Long-Range Facility Needs.

When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

SECTION ELEVEN: CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

11.1 Renewal Timeline and Process.

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

11.2 Renewal Application Contents.

In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due. The District may modify this format, but shall not do so prior to seeking input from the School.

11.3 Criteria for Renewal or Non-Renewal and Revocation.

The District may terminate the Contract and revoke the charter 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 nonrenewal also include but are not limited to the following:

- A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406(3).
- C. The District shall comply with all guidelines found in C.R.S. §22-30.5-110 and any other relevant provisions regarding renewal, non-renewal and revocation.

11.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the contents of which are described in Section 2.2.1. 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 Section 2.2.H) for breach of this Contract.

11.5 School-Initiated Closure.

Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of District choice enrollment dates.

11.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) reassignment of students to different schools. School personnel and the Charter 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.

11.7 Return of Property.

In the event of termination or dissolution, after payment of all liabilities by the School, 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 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 disposed of in accordance with the School's Articles of Incorporation.

SECTION TWELVE: GENERAL PROVISIONS

12.1 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 this Contract shall take precedence over the Application.

12.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the District Board and the Charter Board and executed by authorized representatives of the parties.

12.3 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.

12.4 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.

12.5 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, that upon any material changes in law that may materially impact the relationship of the parties, the parties shall as soon as reasonably practical after the effective date of such change in law, amend this Contract to reflect such change in law.

12.6 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.

12.7 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.

12.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, 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.

12.9 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.

12.10 Interpretation.

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

12.11 Nonreligious, nonsectarian status.

The educational program of the School shall be nonreligious, nonsectarian, and, consistent with applicable law and District policy, shall not discriminate against any student on the basis of race, color, creed, national origin, sex, marital status, sexual orientation, religion, ancestry, disability or need for special education services.

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

Jefferson Academy,
a Colorado nonprofit corporation

By 
President

ATTEST:


Secretary

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1

By _____
President, Board of Education

ATTEST:

Secretary, Board of Education

Approved as to form:

School District Attorney

Attachments

Attachment 1: District Board Resolution

Attachment 2: Articles of Incorporation and Bylaws

Attachment 3: Selected Laws Applicable to Charter Schools

Attachment 4: Conflict of Interest Form (for Charter School Board Members)

Attachment 5: Automatic State Waivers

Attachment 6: Non-Automatic State Waivers

Attachment 7: Automatic District Waivers

Attachment 8: Non-Automatic District Waivers

Attachment 9: School Enrollment Priorities and Procedures

Attachment 10: School Vision and Mission

Attachment 11: Cafeteria Plan Approval Form

Attachment 12: Purchased Services

Attachment 13: Copy of Insurance Coverage that meets District Requirements/Certificate of Insurance

Attachment 1: District Board Resolution

**JEFFERSON COUNTY SCHOOL DISTRICT R-1
RESOLUTION**

(Conditionally Approving the Jefferson Academy Renewal Application)

WHEREAS, in 2014, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the "Act"), the Board of Education ("Board") of Jefferson County School District R-1 (the "District") granted a five-year renewal charter to Jefferson Academy ("JA"); and

WHEREAS, on December 1, 2018, JA submitted a charter school renewal application to the Board seeking renewal of its charter for a term commencing on July 1, 2019, and ending on June 30, 2024 (the "Renewal Application"); and

WHEREAS, District staff have reviewed the Renewal Application and have provided a written recommendation, including the reasons supporting the recommendation, regarding the Renewal Application; and

WHEREAS, the Board of Education has thoroughly considered the Renewal Application, Board policy, the Act, oral and written submissions from the public, and the recommendations of District staff; and

NOW THEREFORE, BE IT RESOLVED by the Board of Education that approval of the Renewal Application is in the best interests of the District, its students, and the community, and that the Renewal Application is hereby approved, subject to the following conditions:

1. That the District and JA negotiate and enter into a mutually acceptable charter school renewal contract no later than forty-five (45) days after the adoption date of this Resolution. Such renewal contract shall contain the District's standard terms and conditions.
2. The Board hereby authorizes the Board President, the Superintendent of Schools, or their respective designees to negotiate and execute such contract.

Adopted this 10th day of January, 2019.

JEFFERSON COUNTY SCHOOL DISTRICT
NO. R-1

By:

Ron Mitchell
President, Board of Education

Attest:

Amanda Stevens
Secretary, Board of Education

**ARTICLES OF INCORPORATION OF
JEFFERSON ACADEMY**

RECEIVED
1994 MAY 17 PM
SECRETARY OF
STATE OF COLO

The undersigned person of the age of eighteen years or more, acting as the incorporator of a corporation under the Colorado Nonprofit Corporation Act, adopts the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the corporation is Jefferson Academy.

ARTICLE II.

A. The corporation is organized in accordance with the laws of the State of Colorado and, specifically, the Colorado Nonprofit Corporation Act. This corporation is not organized for profit and is a corporation organized and operated exclusively for educational purposes. This corporation is organized to operate a charter school pursuant to the Colorado Charter School Act.

B. No part of the accumulations, gains, profits or net earnings shall inure to the benefit of any person or individual, except the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and reimburse reasonable expenses incurred. No substantial part of the activities of this corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, and this corporation shall not participate in or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office or in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code of 1986 as now in effect or as subsequently amended (the "Code"), or (ii) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Code.

ARTICLE III.

The period of duration of the corporation shall be perpetual.

ARTICLE IV.

The corporation shall have members. Each parent or legal guardian of a child enrolled in Jefferson Academy Charter School shall be a member of the corporation. Such membership shall terminate when the child ceases to be enrolled in the school.

ARTICLE V.

The corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon nonprofit corporations organized under the laws of

Colorado, except as expressly provided in these Articles. In addition, the corporation may do everything necessary, suitable or proper to the accomplishment of any of its corporate purposes. The corporation may conduct part or all of its business in any other part of Colorado, of the United States or the world and may hold, purchase, lease and convey real and personal property in any of such places.

ARTICLE VI.

A. All income of the corporation for each taxable year (for federal income tax purposes) shall be distributed at such time and in such manner so as not to subject the corporation to federal tax under Section 4942 of the Code.

B. The corporation shall not (i) engage in any self-dealing (as defined in Section 4941(d) of the Code); (ii) return any excess business holdings (as defined in Section 4943(c) of the Code); (iii) make any investments in such manner as to subject the corporation to tax under Section 4944 of the Code; or (iv) made any taxable expenditures (as defined in Section 4945(d) of the Code).

ARTICLE VII.

A. The business and affairs of the corporation shall be managed by a board of directors which, except for the initial board of directors, shall be elected as provided in the bylaws.

B. The initial board of directors shall consist of the following five persons who shall serve until the second annual meeting of the board of directors and until their successors are elected:

Name	Address
Barry Arrington	5622 Tabor Court Arvada, Colorado 80002
Denise Mund	6560 Independence Way Arvada, Colorado 80004
Steve Woodworth	6199 Dudley Court Arvada, Colorado 80004
John Correa	7620 Deframe Street Arvada, Colorado 80005
Sonja Netzer	7655 N. Queen Street Arvada, Colorado 80005

C. The number of directors may be increased or decreased (but not to less than one) from time to time in accordance with law and with the bylaws of the corporation, but no decrease shall have the effect of shortening the term of an incumbent director.

ARTICLE VIII.

No contract or other transaction between the corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable solely because such directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or solely because their votes are counted for such purpose, if: (a) the fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (b) the contract or transaction is fair and reasonable to the corporation. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE IX.

No director of the corporation shall be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director, except as otherwise provided by the Colorado Nonprofit Corporation Act, as amended.

ARTICLE X.

A. The corporation shall indemnify, to the extent permitted by law, any person who is or was a director, officer, agent, fiduciary or employee of the corporation against any claim, liability or expenses arising against or incurred by such person as a result of actions reasonably taken by him at the direction of the corporation. The corporation shall further have the authority to the full extent permitted by law to indemnify its directors, officers, agents, fiduciaries and employees against any claim, liability or expense arising against or incurred by them in all other circumstances and to maintain insurance providing such indemnification.

B. In no case, however, shall the corporation indemnify or reimburse any person for any federal excise taxes imposed on such individual under Chapter 42 of the Code. Further, if at any time or times the corporation is a private foundation within the meaning of Section 509 of the Code, then during such time or times, no payment shall be made under this Article

X if such payment would constitute any act of self-dealing (as defined in Section 4941(d) of the Code) or a taxable expenditure (as defined in Section 4945(d) of the Code).

ARTICLE XI.

A. The corporation may be dissolved by a two-thirds (2/3) vote of the directors of the corporation.

B. All of the property and assets of the corporation of every kind whatsoever are irrevocably dedicated to the educational and charitable purposes. Any assets remaining upon dissolution after the payment of all debts, claims, and obligations of the corporation shall be distributed as the board of directors shall determine to one or more institutions, organizations, corporation or foundations which are qualified as exempt organizations under Section 501(c) (3) of the Code.

ARTICLE XII.

The articles of incorporation may be altered, amended or repealed with the approval of a majority vote of the directors for the corporation in office.

ARTICLE XIII.

The initial registered office for the corporation shall be 5622 Tabor Court, Arvada, Colorado 80002, and the initial registered agent at such address shall be Barry Arrington.

ARTICLE XIV.

The name and address of the incorporator is:

Barry K. Arrington

7985 Vance Drive, Suite 301
Arvada, Colorado 80003

Executed this 17th day of May, 1994.


Barry K. Arrington

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 17th day of May, 1994,
by Barry K. Arrington.

Witness my hand and official seal.

My commission expires. My Commission Expires Dec. 3, 1997

Sybil M. Mori
Notary Public

**ARTICLE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
JEFFERSON ACADEMY**

RECEIVED
1994 MAY 23 PM 1:31
SECRETARY OF STATE
STATE OF COLORADO

Pursuant to the provisions of the Colorado Nonprofit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Jefferson Academy.

SECOND: The following amendments of the Articles of Incorporation was adopted on the 19th day of May, 1994, in the manner prescribed by the Colorado Nonprofit Corporation Act. There are no members, and the amendments received the vote of a majority of the directors in office.

THIRD: The amendments are as follows:

1. Article XI, Subsection B is deleted in its entirety and replaced with the following:

B. All of the property and assets of the corporation of every kind whatsoever are irrevocably dedicated to the educational and charitable purposes. Any assets remaining upon dissolution after the payment of all debts, claims, and obligations of the corporation (including any obligation to return any restricted grants to donors or grantors) shall be conveyed to Jefferson County School District No. R-1, or its successor.

2. Article VI, Subsection B is deleted in its entirety.

By: Barry Arrington
Barry Arrington, President

and
By: Denise Mund
Denise Mund, Secretary

Subscribed and sworn to before me this 23 day of May, 1994.



Notary Public

7985 Vance Dr # 205d
ARVADA, CO 80003
Address

My commission expires My Commission Expires 10/18/1997

**AMENDED AND RESTATED BYLAWS
OF
JEFFERSON ACADEMY**

These are the Bylaws of Jefferson Academy, a Colorado nonprofit corporation (the “corporation”) which shall operate under the Colorado Nonprofit Corporation Act, as amended from time to time (“Act”).

**ARTICLE I.
Offices**

Section 1.1. Principal office. The principal office of the corporation shall be located at 9955 Yarrow Street, Broomfield, Colorado 80021. The corporation may have such other offices within Colorado as the board of directors may designate or as the business of the corporation may require from time to time.

Section 1.2. Registered Office. The registered office of the corporation required by the laws of the State of Colorado to be maintained in Colorado may be, but need not be, identical with the principal office and the address of the registered office may be changed from time to time by the board of directors.

**ARTICLE II.
Members**

Section 2.1. Members. The following persons shall be members of the corporation:

(a) Each parent or legal guardian of a child enrolled at Jefferson Academy. Such membership shall terminate when the child ceases to be enrolled at the school.

(b) Each paid employee of the corporation that has worked at the school for at least two years at the time of such determination and that has worked during such time at least 20 or more hours per week for the corporation. Such membership shall terminate upon termination of the individual’s status as an employee of the corporation or upon a change in employment resulting in work by such individual less than 20 hours per week.

Section 2.2. Annual Meeting. There shall be regular membership meetings at least annually for the purpose of electing directors and transaction of other business as may properly come before the meeting. The annual meeting shall be held in May of each year, at the principal office of the corporation or at any other place within or without the State of Colorado, and at a time and date, as the board of directors, may direct by resolution.

Section 2.3 Special Meetings. Unless otherwise prescribed by statute, special meetings of the members may be called by (a) the president, (b) resolution of the board of directors, or (c) the holders of not less than twenty-five percent of all the votes entitled to be cast on any issue proposed to be considered at the meeting. Special meetings may be held at any place within or without the State of Colorado as is stated in the notice thereof.

Section 2.4. Notice. Written notice of every meeting of members stating the date, time, and place thereof shall be given, no less than 10 nor more than 60 days prior to such meeting, to each member of record at his or her last-known post office address as the same

appears on the books of the corporation. The notice shall be given personally, by mail, private carrier, facsimile, electronic communication, email, or other form of wire or wireless communication to the members by the president, the secretary, or other designated officer, or persons calling the meeting. All notices of such meetings shall additionally be posted at the location at the principal office specified by the directors from time to time. Members hereby agree that delivery to the parent member's child or children attending the school operated by the corporation or if to an employee member, to their work email address or physical school mailbox (if any) shall be deemed personal delivery, without further evidence required as to actual receipt by the member. In addition, all notices of meetings shall comply with the Colorado Open Meetings Law and any other laws applicable to the corporation.

Section 2.5. Voting. Voting at a members' meeting may be by voice, a show of hands, or written ballot; provided, however, that all elections for directors shall be by written ballot completed in person, by mail ballot, or electronic voting, with the ballot listing all candidates for election, and subject to the terms of Board Policy 2.6 as may be amended from time to time. Every member entitled to vote at any election shall have one vote. Qualification by an individual as a member under subsections 2.1 (a) and (b) above shall in no way increase the voting rights of such person, and in no even shall a member ever have more than one vote. Cumulative voting shall not be permitted in the election of directors or for any other purpose. Voting by proxy is prohibited.

Section 2.6. Members Entitled to Vote. For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or in order to make a determination of members for any other proper purpose, those persons that are members on the records of the corporation on the earlier of seven (7) days prior to: (i) the date on which the notice of a meeting is sent, or (ii) a particular action is to be taken, shall be members entitled to vote on such matter.

Section 2.7. Quorum and Manner of Acting. Twenty percent of the members shall constitute a quorum at any meeting of the members. At any meeting at which a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the affirmative act of the members, unless the vote of a greater proportion or number is required by these bylaws or the Act. If a quorum is not present at a meeting of the members, a majority vote of the members present may adjourn the meeting from time to time without further notice, for a period not to exceed 120 days for any one adjournment.

ARTICLE III. Board of Directors

Section 3.1. General Powers. The business and affairs of the corporation shall be managed by its board of directors, except as otherwise provided in the Act, the articles of incorporation, or these bylaws.

Section 3.2. Number, Tenure and Qualifications.

(a) Voting Directors. The number of directors of the corporation shall be not less than one (1). The exact numbers of directors shall be determined from time to time by resolution adopted by a majority of all directors then in office, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. Directors shall be elected at the annual meeting of the members by a majority of the expressed votes.

Each director shall hold office for a term as designated by the board of directors from time to time in its policies or by resolution, and until his or her successor is duly elected and qualified. A director having three (3) or more un-approved absences from the meetings of the board of directors shall be deemed to have resigned as a director. Only one member of a family may serve as a Director at any given time. Only a member of the corporation may be nominated for election or hold the office of director. A Director that disenrolls his child or does not enroll his child or his child graduates and has no other child attending Jefferson Academy shall cease to be a Director effective immediately and shall be effective as of the 2014-2015 school year. No person who is an employee of the school (or the spouse of such person) shall be eligible to serve as a parent-elected member of the board of directors.

(b) Non-Voting Directors. A member of administration, as determined from time to time in policy or by resolution of the board, shall serve as an ex officio, non-voting member of the board.

Section 3.3. Chairperson and Vice Chairperson. The board of directors shall elect a chairperson and vice chairperson of the board of directors from among the directors. The term of such chairperson and vice chairperson shall be for a period of one (1) year or until such time as their respective successors are duly elected and qualified. The chairperson of the board of directors shall preside over all meetings of the board of directors, and, in the absence of the chairperson of the board of directors, the vice chairperson of the board of directors shall preside over the meeting.

Section 3.4. Vacancies. Any director may resign at any time by giving written notice to the president or to the secretary of the corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the board of directors shall be filled by the affirmative vote of the majority of directors then in office, even if less than a quorum. Such appointment shall occur at the next regularly scheduled board meeting or at a special meeting called for such purpose, following a candidacy period designated by the board of directors from time to time by established policies or resolutions. A director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office. If there is less than a year remaining of the unexpired term of a vacant director position, the board for any reason, by a majority vote, may leave the position open until the next annual election of directors. Additionally, if no applications are received, or no nominations are made from the received applications to fill a vacancy, the board may re-open the process to fill such vacancy in accordance with the procedures and time frames set forth in policy, from time to time.

Section 3.5. Regular Meetings. A regular meeting of the board of directors shall be held without other notice than this bylaw provision, once a year immediately following the annual members meeting, and shall constitute its annual meeting. The board of directors may provide by resolution or policies established from time to time, the time and place, either within or outside Colorado, for the holding of additional regular meetings without other notice than such resolution. Such additional regular meetings shall be held at least monthly.

Section 3.6. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any time and place, either within or outside Colorado, as the place for holding any special meeting of the board of directors called by them.

Section 3.7. Executive Session. All regular and special meetings of the board of directors shall be open to the public in accordance with the Colorado Open Meetings Law. However, upon a vote of a majority of the members of the board present at a meeting, an executive session may be called to discuss one or more of the following: (a) legal matters; (b) acquisitions or sales of property; (c) contract proposals or negotiations; (d) personnel matters; (e) student disciplinary matters; or (f) any other matters permitted by law. The motion requesting the executive session shall state the nature of the matter to be discussed. Only persons invited by the board may be present during the executive session. The board shall not make any final policy decisions, nor shall any resolution, rule, regulation or formal action or any action approving a contract requiring the payment of money be adopted at any session that is closed to the public; provided, however, the board may approve minutes from a prior executive session. Matters discussed during an executive session shall remain confidential among those attending. The secretary of the board shall maintain topical minutes of all executive sessions in accordance with law

Section 3.8. Notice. Notice of any special meeting shall be given at least two (2) days prior to the meeting by written notice delivered to each director at his designated address. Notices shall be given personally, by mail, private carrier, telegraph, teletype, facsimile, electronic communication, email, or other form of wire or wireless communication. A director waives notice of a regular or special meeting by attending or participating in the meeting unless, at the beginning of the meeting, he objects to the holding of the meeting or the transaction of business at the meeting. To the extent possible, the business to be transacted at and the purpose of, any regular or special meeting of the board of directors shall be specified in the notice or waiver of notice of such meeting.

Section 3.9. Quorum. A majority of the number of directors fixed by Section 3.2 of these bylaws shall constitute a quorum for the transaction of business at any meeting of the board of directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice, for a period not to exceed sixty (60) days at any one adjournment, but in the absence of a quorum no other business may be conducted.

Section 3.10. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless otherwise provided in these bylaws or applicable law.

Section 3.11. Compensation. Board members shall serve without compensation. However, a director may be: reimbursed his expenses, if any, of attendance at meetings and performance of his or her duties as a member of the board

Section 3.12. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors or committee of the board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless (i) he objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting; (ii) he contemporaneously requests that his dissent be entered in the minutes of the meeting; or (iii) he gives written notice of his dissent to the presiding officer of the meeting before its adjournment or delivers such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. , Such right to dissent as to a specific action taken at a meeting of the board of directors or a committee of the board shall not be available to a director who voted in favor of such action.

Section 3.13. Committees. The board of directors, by resolution adopted by a majority of the full board of directors, may designate from among the board members an executive committee and one or more other committees, each of which, to the extent provided in the resolution, shall have the authority of the board of directors; except that no such committee shall have the authority to: (i) fill vacancies on the board of directors or any committee thereof; (ii) amend the bylaws; (iii) approve a plan of merger; or (iv) any other matter prohibited by the Act or applicable law.

Section 3.14. Advisory Committees. The board of directors, by resolution adopted by a majority of the full board of directors, may appoint advisory committees to the board of directors who, by such appointment, shall not be deemed to be directors, officers or employees of the corporation and whose functions shall not include participation in the operating management of the corporation. Members of the board of directors shall be entitled to serve on advisory committees. The advisory committees shall meet at such times as the board of directors or such committee shall determine. The advisory committee shall consider, advise upon and make recommendations to the board of directors and to the chairman of the board with respect to matters of policy relating to the general conduct of the business of the corporation and with respect to such questions relating to the conduct of the business of the corporation as may be submitted to it by the board of directors or the executive committee. By way of example and not of limitation, the board of directors may appoint a policy and planning committee to advise on fund raising and an investment management committee to advise the corporation on its investment portfolio. The members of the advisory committee shall hold office at the pleasure of the board of directors. Advisory committees shall have a proper scope and description as developed by the board or such committee, and as approved by the board of directors. The board may appoint additional committee members or may delegate such task to the committee.

Section 3.15. Accountability Committee. There shall be an accountability committee for the school to monitor achievement of the vision, mission, and goals of the school, and of the school improvement plan and other matters that may be recommended or required by law from time to time. The role of the accountability committee shall be designated by policy or resolution established by the board from time to time. Unless otherwise designated by the board, the accountability committee shall be the board of directors and at least one member of administration.

Section 3.16. Telephonic Meetings. One or more members of the board of directors or any committee designated by the board may participate in a meeting of the board of directors or a committee thereof by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting. If notice of a directors' meeting or committee meeting is given, the notice need not specify that one or more directors may participate in that meeting by means of conference telephone or similar communications equipment.

Section 3.17. Standard of Care. A director shall perform his duties as a director, including his duties as a member of any committee of the board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by the persons herein designated; but he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question

that would cause such reliance to be, unwarranted. A person who so performs his duties shall not have any liability by reason of being or having been a director of the corporation.

The designated persons on whom a director is entitled to rely are: (i) one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented; (ii) counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such persons' professional or expert competence; or (iii) a committee of the board or an advisory committee upon which the director does not serve, duly designated in accordance with Sections 3.12 or 3.13 of these bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

In the event of a conflict of interest a director shall comply with all applicable laws, policies of the corporation, and other agreements to which the corporation is a party.

ARTICLE IV. Officers and Agents

Section 4.1. General. The officers of the corporation shall be a president, one or more vice presidents, a secretary, and a treasurer. The board of directors may appoint such other officers, assistant officers, committees and agents, including assistant secretaries and assistant treasurers, as they may consider necessary, who shall be chosen as provided in this Article IV, and shall have such authority and duties as is provided in these bylaws and may otherwise from time to time be determined by the board of directors. Any two or more offices may be held by one person. Officers need not be directors. The salaries of all the officers of the corporation shall be fixed by the board of directors. In all cases where the duties of any officer, agent or employee are not prescribed by the bylaws or by the board of directors, such officer, agent or employee shall follow the orders and instructions of the president.

Section 4.2. Appointment and Term of Office. The officers of the corporation shall be appointed annually by the board of directors, in accordance with the procedures and policies specified by the board from time to time. Each officer shall hold office until the first of the following occurs: until his successor shall have been duly elected or appointed and shall have qualified; or until his death; or until he shall resign; or until he shall have been removed in the manner hereinafter provided.

Section 4.3. Removal; Resignation. Any officer or agent may be removed by the board of directors with or without cause, whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not itself create contract rights. Any director may resign at any time by delivering written notice of his or her resignation to the president or the secretary of the corporation. Any resignation shall be effective at the time specified therein or, if not stated in the resignation, the effective date shall be the date on which the resignation is received by the corporation.

Section 4.4. Vacancies. A vacancy in any office, however occurring, may be filled by the board of directors for the unexpired portion of the term in the same manner prescribed in these bylaws for the regular appointment of such office.

Section 4.5. President. Subject to the direction and supervision of the board of directors, the president shall be the chief executive officer of the corporation and shall have

general and active control of its affairs and business and general supervision of its officers, agents and employees. Unless otherwise directed by the board of directors, the president shall attend in person or by substitute appointed by him, or shall execute on behalf of the corporation written instruments appointing a proxy or proxies to represent the corporation, at all meetings of the members of any other corporation in which the corporation is a member. He may, on behalf of the corporation, in person or by substitute or by proxy, execute written waivers of notice and consents with respect to any such meetings. At all such meetings and otherwise, the president, in person or by substitute or proxy as aforesaid, may vote for the corporation and may exercise any and all rights and powers incident to such membership, subject however to the instructions, if any, of the board of directors.

Section 4.6. Vice President(s). The vice president(s) (if the corporation so desires to have more than one) shall assist the president and shall perform such duties as may be assigned to them by the president or by the board of directors. In the absence of the president, the vice president, (or, if there be more than one, the vice presidents in the order designated by the board of directors, or if the board makes no such designation, then the vice president designated by the president, or if neither the board nor the president makes any such designation, the senior vice president as determined by first election to that office), shall have the power and perform the duties of the president.

Section 4.7. Secretary. The secretary shall (i) keep the minutes of the meetings of the members and the board of directors, and the minutes of any committees when requested; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records; (iv) keep at the corporation's registered office or principal place of business within or outside Colorado a record containing the names and addresses of all directors; and (v) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary. The directors may, however, respectively, designate a person other than the secretary or assistant secretary to keep the minutes of their respective meetings.

Any books, records, or minutes of the corporation may be in written form or in any form capable of being converted into written form within a reasonable time.

The joint custodians of the executive session minutes are the Secretary of the board and the Superintendent's secretary.

Section 4.8. Treasurer. The treasurer shall be the principal financial officer of the corporation, shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit the same in accordance with the instructions of the board of directors. He shall receive and give receipts and acquittance for money paid in on account of the corporation, and shall pay out of the funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity. He shall perform all other duties incident to the office of the treasurer and, upon request of the board, shall make such reports to it as may be required at any time. He shall, if required by the board, give the corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation, which shall be delivered to the secretary of the corporation for keeping with the corporate records. He shall have such other powers and perform such other duties as may from time to time be

prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

The treasurer shall also be the principal accounting officer of the corporation. He shall prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state, and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the president and the board of directors statements of account showing the financial position of the corporation and the results of its operations.

ARTICLE V. Indemnification of Certain Persons

Section 5.1. Authority for Indemnification. Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the corporation or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of any foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan ("Any Proper Person" or "Proper Person"), shall be indemnified by the corporation against expenses (including attorneys' fees), judgments, penalties, fines, (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 5.4 of these bylaws that he conducted himself in good faith and that he (i) reasonably believed, in the case of conduct in his official capacity with the corporation, that his conduct was in the corporation's best interest, or (ii) in all other cases (except criminal cases) believed that his conduct was at least not opposed to the corporation's best interests, or (iii) with respect to criminal proceedings had no reasonable cause to believe his conduct was unlawful. A person will be deemed to be acting in his official capacity while acting as a director, officer, employee or agent of this corporation and not when he is acting on this corporation's behalf for some other entity. No indemnification shall be made under this Section 5.1 to a director with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation in which the director was adjudged liable to the corporation or in connection with any proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Further, indemnification under this Section 5.1 in connection with a proceeding brought by or in the right of the corporation shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding. These limitations shall apply to directors only and not to officers, employees, fiduciaries or agents of the corporation.

Section 5.2. Right to Indemnification. The corporation shall indemnify Any Proper Person who has been wholly successful on the merits or otherwise, in defense of any action, suit, or proceeding referred to in Section 5.1 of these bylaws, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the proceeding without the necessity of any action by the corporation other than the determination in good faith that the defense has been wholly successful.

Section 5.3. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or

its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 5.1 of these bylaws. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability.

Section 5.4. Groups Authorized to Make Indemnification Determination. In all cases, except where there is a right to indemnification as set forth in Section 5.2 of these bylaws or where indemnification is ordered by a court, any indemnification shall be made by the corporation only as authorized in the specific case upon a determination by a proper group that indemnification of the Proper Person is permissible under the circumstances because he has met the applicable standards of conduct set forth in Section 5.1 of these bylaws. This determination shall be made by the board of directors by a majority vote of a quorum, which quorum shall consist of directors not parties to the proceeding ("Quorum"). If a Quorum cannot be obtained, the determination shall be made by a majority vote of a committee of the board of directors designated by the board, which committee shall consist of two or more directors not parties to the proceeding, except that directors who are parties to the proceeding may participate in the designation of directors for the committee. If a Quorum of the board of directors cannot be obtained or the committee cannot be established, or even if a Quorum can be obtained or the committee can be established but such Quorum or committee so directs, the determination may be made by independent legal counsel selected by a vote of a Quorum of the board of directors or a committee in the manner specified in this Section 5.4 or, if a Quorum of the full board of directors cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board (including directors who are parties to the action).

Section 5.5. Court Ordered Indemnification. Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 5.2 of these bylaws, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 5.1 of these bylaws or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper, except that if the individual has been adjudged liable, indemnification shall be limited to reasonable expenses incurred.

Section 5.6. Advance of Expenses. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation to Any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct prescribed in Section 5.1 of these bylaws; (ii) a written undertaking, executed personally or on his behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment); and (iii) a determination is made by the proper group (as described in Section 5.4 of these bylaws), that the facts as then known to the group would not preclude indemnification.

ARTICLE VI. Provision of Insurance

By action of the board of directors, notwithstanding any interest of the directors in the action, the corporation may purchase and maintain insurance, in such scope and amounts as

the board of directors deems appropriate, on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation, or who, while a director, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan, against any liability asserted against, or incurred by, him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of Article V of these bylaws or applicable law.

ARTICLE VII. Miscellaneous

Section 7.1. Notice; Waiver of Notice. All notices which are required or may be given under these bylaws shall be deemed given and to be effective: (i) when sent personally as provided in Section 2.4 above, (ii) when sent by private carrier, upon verification of delivery or refusal by signature or otherwise, (iii) when sent by mail, upon deposit in the United States mail, properly addressed, with postage pre-paid; (iv) when sent by telegraph, teletype, facsimile, electronic communication, email, or other form of wire or wireless communication, upon confirmation of receipt or refusal. Whenever notice is required by law, by the articles of incorporation or by these bylaws, a waiver thereof in writing signed by the director or other person entitled to said notice, whether before, at or after the time stated therein, shall be equivalent to such notice.

Section 7.2. Fiscal year. The fiscal year of the corporation shall be as established by the board of directors.

Section 7.3. Amendments. Unless otherwise provided by the Act, the board of directors shall have power to make, amend and repeal the bylaws of the corporation at any regular or special meeting of the board, upon approval of two-thirds of the directors.

Section 7.4. Gender. The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include the female and neuter genders as the circumstances indicate.

Section 7.5. Conflicts. In the event of any irreconcilable conflict between these bylaws and either the corporation's articles of incorporation or applicable law, the latter shall control.

Section 7.6. Definitions. Except as otherwise specifically provided in these bylaws, all terms used in these bylaws shall have the same definitions as in the Colorado Nonprofit Corporation Act.

THE END

Adopted November 18, 2001

Amended: March 9, 2004

Amended: April 16, 2013

Amended: May 21, 2013

Attachment 3: Selected Laws Applicable to Charter Schools

(Colorado Revised Statutes, unless otherwise noted)

Governance, Records, and Charter Schools

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

Safety and Discipline

7. Certificate of occupancy for the school facility: 22-32-124
8. Safe School Plan: 22-32-109.1(2)
9. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
10. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
11. Services for expelled students: 22-33-203
12. Child Protection Act of 1987: 19-3-301 *et seq.*
13. Background checks for employees: 22-30.5-110.5 and 110.7

Educational Accountability

14. Educational Accountability: 22-7-101 *et seq.*, 22-11-101 *et seq.* (especially 22-11-210 and 22-11-401 *et seq.*)
15. Accreditation: Accreditation Rules of the State Board of Education: 1 CCR 301-1
16. Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (together ESSA): 20 U.S.C. 6301 *et seq.*, and 34 CFR Part 200, as amended
17. Colorado READ Act: 22-7-1201 *et seq.*
18. Graduation Requirements: Adopted by the State Board pursuant to 22-2-106 (*See CDE website for most up to date guidelines*).
19. Postsecondary and workforce planning, preparation, and readiness assessments: 22-7-1006 *et seq.*

Curriculum, Instruction, and Extra-Curricular Activities

20. Instruction in federal and state history and government: 22-1-104
21. Honor and use of the U.S. Flag: 22-1-106
22. Instruction in the Constitution: 22-1-108, 109
23. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
24. On-line programs: 22-30.7-101 *et seq.*
25. Participation in sports and extra-curricular activities: 22-32-116.5
26. Content standards: 22-7-407
27. Concurrent Enrollment Programs Act: 22-35-101 *et seq.*

Exceptional Students

28. Discipline of students with disabilities: 22-33-106, 20 U.S.C 1415(k), 34 C.F.R. 519-529
29. Exceptional Children's Educational Act: 22-20-101 *et seq.*
30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794
31. Americans with Disabilities Act: 42 U.S.C. 12101
32. Individuals with Disabilities Educational Act: 42 U.S.C. 1401 *et seq.*
33. English Language Proficiency Act: 22-24-101 *et seq.*

Finance

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

Attachment 4: Conflict of Interest Form

Jefferson Academy will provide these once the new BOD is seated in June.

Jefferson Academy Board Member Certification Form

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

Background

1. Full legal name:
2. I affirm that I am at least 18 years of age by the date of appointment to the ABC School Board.
 Yes, I affirm.
3. Indicate whether you have ever been convicted or pled “no contest” of one or more of the following:
 - a. a misdemeanor related to honesty or trustworthiness, or
 - b. a felony.
 Does not apply to me.
 Yes

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

4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or District attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such

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

- Does not apply to me.
- Yes

Conflicts

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

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

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

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

Board Member Certification Form (continued)

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

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

Signature: _____

Date: _____

Conflicts for Schools Contracting with an Educational Service Provider

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

- I/we have no such interest.
- Yes

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

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

Other

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

- I affirm



Charter School Automatic Waivers

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

Colorado Department of Education: Charter School Waiver Request Addendum

School Name:	Jefferson Academy
School Address (mailing):	9955 Yarrow Street, Broomfield, CO 80021
Charter School Waiver Contact Name:	Tim Matlick
Charter School Waiver Contact's Phone Number:	303.438.1011
Charter School Waiver Contact's Email:	tmatlick@jajags.com
Request for Duration of Waivers:	Duration of the Charter Contract - 5 years

Commonly Approved Waivers (100+ times) with Commonly Approved Language

Statute	Title	Rationale & Replacement Policies	
		Common	Customized
Group 1		<i>Please Check Appropriate Box</i>	
C.R.S. §22-9-106	Local Board of Education, Duties, Performance	Yes	No
C.R.S. §22-2-112(1)(q)(I)	Commissioner Duties	Link	Link
Group 2		<i>Please Check Appropriate Box</i>	
C.R.S. §22-32-109(1)(n)(I)	Board of Education-Specific Duties School	Yes	No
C.R.S. §22-32-109(1)(n)(II)(B)	Board of Education-Specific Duties Adoption of	Link	Link
C.R.S. §22-32-109(1)(n)(II)(A)	Board of Education-Determine Teacher-Pupil		
Group 3		<i>Please Check Appropriate Box</i>	
C.R.S. § 22-63-201	Employment-Certificate required	Yes	No
		Link	Link
Group 4		<i>Please Check Appropriate Box</i>	
C.R.S. §22-63-202	Teacher Employment, Compensation and Contracts in writing, damage provision	Yes	No
C.R.S. §22-63-203	Dismissal Act, Probationary Teachers-Renewal and non-renewal of employment	Link	Link
C.R.S. § 22-63-206	Teacher Employment, Compensation and Dismissal Act		

Additional Waiver Requests

<i>Please complete the following information for each additional waiver you are req</i>		Rationale & Replacement Policies
Statute	Title	
22-32-109(1)(t)	Textbooks and curriculum	Additional Waiver #1
22-32-119	Kindergarten	Additional Waiver #2
22-32-109(1)(f) 22-32-110(1)(h), (i), (k), (ee)	Selection of pay and personnel, employment and termination of personnel; reimbursement employees for expenses; procure insurance, policies related to in-service training and	Additional Waiver #3

22-32-126	Employment and authority of principals	Additional Waiver #4
22-33-104(4)	Compulsory school attendance - Attendance policies and excused absences	Additional Waiver #5
22-63-301, 302, 401, 402, 403	Teacher employment, compensation and dismissal	Additional Waiver #6
22-63-204 and 205	Teacher employment, compensation and dismissal	Additional Waiver #7
22-32-109(1)(b)	Competitive Bidding	Additional Waiver #8
22-32-110(1)(y)	Accepting gifts, donations or grants	Additional Waiver #9

Commonly Approved Language

Rationale: The charter school leader must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the school leader. The BOD must also have the ability to perform the evaluation for the school leader or designated head of school. Additionally, the charter school should not be required to report their teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. 22-2-112(1)(q)(l)

Replacement Plan: The charter school uses its own evaluation system as agreed to in the Charter School Agreement with its authorizer and therefore should not be required to report their teacher evaluation data. The charter school’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for the school’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. In addition, the evaluation data is used to inform hiring practices and professional development decisions.

Customized Rational & Replacement Plans

Rationale:

Replacement Plan:

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar

C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education-Determine Teacher-Pupil Contact Hours

Commonly Approved Language

Rationale: The charter school will prescribe the actual details of its own school calendar to best meet the needs of its students. The authorizing board will not set these policies and the charter school will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school’s daily schedule will be designed by the charter school and will meet or exceed the expectations in state statute

Customized Rational & Replacement Plans

Rationale:

--

Replacement Plan:

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Commonly Approved Language

Rationale: The charter school leader should be granted the authority to hire teachers and school leaders that will support the schools goals and objectives. The charter school will seek to attract school leaders and teachers from a wide variety of backgrounds, including, but not limited to, teachers from out of state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. However, all employees will comply with the Federal Highly Qualified requirements (i.e.: hold a degree and demonstrated subject-matter competency).

Replacement Plan: The intent of the charter school is for all teachers to have, at minimum, a bachelor's degree and either 24 credit hours in the subject matter, or a passing score on a state-approved content examination in the relevant subject area. The school will encourage and explore ways to incentivize teachers to meet 36 or more credit hours in the subject matter and the Colorado state ESSA plan, and acknowledges that it will nevertheless have to report the number of teachers "in-field" and "out-of-field."

Customized Rational & Replacement Plans

Rationale:

Replacement Plan:

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

C.R.S. §22-63-203 Teacher Employment, Compensation and Dismissal Act, Probationary Teachers-Renewal and non-renewal of employment contract

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

Commonly Approved Language

Rationale: The charter school should be granted the authority to develop its own employment offer letters and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. The charter school is granted the authority under the Charter School Agreement to select its own teachers. The authorizer should not have the authority to transfer its teachers into the charter school or transfer teachers from the charter school to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: Offer letters are submitted to staff at the time of their employment. The charter school has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. The school will hire teachers on a best qualified basis. There is no provision for transfers

Customized Rational & Replacement Plans

Rationale:

Replacement Plan:

Additional Waiver Request # 1

C.R.S. 22-32-109(1)(t)

Title Textbooks and curriculum

Rationale:

The Jefferson Academy governing board of directors is responsible for its own operations, which includes the selection of textbooks and curriculum. Responsibility for compliance with laws rests with the Executive Director or Principals as supported by the governing board.

Replacement Plan:

The governing board will oversee the selection of textbooks and curriculum to ensure that it serves the needs of the students, meets the needs of the programs, complies with any state laws and follows their board policy.

Additional Waiver Request # 2

C.R.S. 22-32-119

Title Kindergarten

Rationale:

The Jefferson County School Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program for the school. Jefferson Academy should be delegated the authority to establish and maintain a kindergarten in accordance with the Charter School Agreement.

Replacement Plan:

The authority to establish, run and develop the educational programming for a kindergarten will be determined by school administration under the oversight of the Board of Directors as described in the Charter School Agreement by and between Jefferson Academy and Jefferson County Public Schools.

Additional Waiver Request # 3

C.R.S. 22-32-109(1)(f) 22-32-110(1)(h), (i), (k), (ee)

Title Selection of pay and personnel, employment and termination of personnel; reimbursement employees for expenses; procure insurance, policies related to in-service training and official conduct; and employee teachers' aides and other non-certified personnel

Rationale:

The Jefferson Academy governing board of directors, via the Charter School Agreement, has been granted the authority to hire and evaluate personnel.

Replacement Plan:

The governing board of directors will oversee the selection, training and management of its own personnel. The governing board of directors ensures the execution of written agreements with teaching staff. The Executive Director, Principals and teachers have flexibility in structuring professional development and school policies to meet their needs as stipulated in the Charter School Agreement, application document and as overseen by the governing board of directors.

Additional Waiver Request # 4

C.R.S. 22-32-126

Title Employment and authority of principals

Rationale:

The Jefferson Academy governing board of directors, via the Charter School Agreement, has been granted the authority to hire and evaluate the school Executive Director and/or Principals.

Replacement Plan:

The governing board of directors employs its own Executive Director and/or Principals, which includes the evaluation of his/her/their performance.

Additional Waiver Request # 5

C.R.S. 22-33-104(4)

Title Compulsory school attendance - Attendance policies and excused absences

Rationale:

The District has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program and to adopt a school calendar. The Jefferson County Public School District R-1 Board requires the formal submittal of a JA Board approved school calendar as per the Charter School Agreement.

Replacement Plan:

The Jefferson Academy educational program and curriculum were approved in the charter school application and Charter School Agreement and the school calendar is approved by the JA board of directors and presented to the District annually. When deemed appropriate and/or does not impede the educational program, the school will seek to follow school district policies and practices. The school will meet the statutory requirements for scheduled attendance.

Additional Waiver Request # 6

C.R.S. 22-63-301, 302, 401, 402, 403

Title Teacher employment, compensation and dismissal act

Rationale:

The Jefferson Academy governing board of directors, via the Charter School Agreement, has been granted authority to hire and evaluate personnel. Its status as a charter school makes these teacher employment, compensation and dismissal act provisions irrelevant.

Replacement Plan:

The governing board of directors will employ its own personnel, which includes the evaluation of their performance, determining compensation and the continuation or non-continuation of employment.

Additional Waiver Request # 7

C.R.S. 22-63-204 and 205

Title Teacher employment, compensation and dismissal act

Rationale:

Because Jefferson Academy employs its own at-will staff, these statutes are irrelevant.

Replacement Plan:

The Jefferson Academy governing board of directors is solely responsible for determining staff selection, assignments, compensation and retention.

Additional Waiver Request # 8

C.R.S. 22-32-109(1)(b)

Title Competitive Bidding

Rationale:

The Jefferson Academy governing board of directors is responsible for its own financial operations which includes the requirement to comply with competitive bidding laws. The board of directors has established policies and/or protocols for its business office to handle this obligation.

Replacement Plan:

The governing board of directors maintains a business office that complies with federal and state financial laws as evidenced through policy adopted the board of directors and/or protocols administered under the guidance of the Executive Director or Principal.

Additional Waiver Request # 9

C.R.S. 22-32-110(1)(y)

Title Accepting gifts, donations or grants

Rationale:

The Jefferson Academy governing board of directors is responsible for its own financial operations which includes the requirement to comply with laws regarding the acceptance and use of donations. The board of directors has established practices for its business office to handle this obligation.

Replacement Plan:

The governing board of directors maintains a business office that complies with federal and state financial laws as evidenced through policy adopted the board of directors and/or protocols administered under the guidance of the Executive Director or Principal.

Attachment 7: Automatic District Waivers

Attachment 8: Non-Automatic District Waivers

Jefferson County School District - R-1

Jefferson Academy

Submission Date:

30-Nov-18

POLICY NAME	POLICY	DESIGNATION	Yes No		ACTION
UNLAWFUL DISCRIMINATION/EQUAL OPPORTUNITY	AC	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
TOBACCO FREE SCHOOLS	ADC	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
SCHOOL WELLNESS	ADF	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
INTERNET DMZ	EHA	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
COMPUTER SECURITY	EHAA	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
VIOLENCE IN WORKPLACE	GBEF	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
HARRASSMENT OF STUDENTS	JBB	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
PREVENTION OF BULLYING	JBC	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
ADMISSION OF EXCHANGE & FOREIGN STUDENTS	JFABB	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	APPROVED ONCE
STUDENT WITHDRAWAL/DROPOUTS	JFC	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
STUDENT ABSENCES/EXCUSES	JH	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
TRUANCY	JHB	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
SCHOOL RELATED STUDENT PUBLICATIONS	JICEA	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
STUDENT DISTRIBUTION OF NON-CURRICULAR MATERIALS	JICEC	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
STUDENT INVOLVEMENT RE: DRUGS & ALCOHOL	JICH	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
WEAPONS IN SCHOOL	JICI	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
STUDENT DISCIPLINE	JK	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
GROUND FOR SUSPENSION EXPULSION	JKDA/JKEA	NO WAIVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
BIDDING PROCEDURES	DJE	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
COMMITMENT TO CONSERVATION/ENVIRONMENT	EBABA	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
ENERGY CONSERVATION	ECF	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
NAMING OF SCHOOL FACILITIES	FF	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
STAFF HEALTH	GBGA	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
INSTRUCTIONAL STAFF	GC	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
PROFESSIONAL STAFF	GCA	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
INSTR. STAFF SALARY	GCBA	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
ADMIN AND TECH STAFF	GABB	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
PROFESS STAFF LEAVE	GCC	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
ADMIN STAFF SICK LEAVE	GCCBA	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
ADMIN/PROFESS STAFF	GCCBB	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
ADMINISTRATIVE STAFF SABATICALS	GCCBF	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
ADMINISTRATIVE STAFF LEAVE OF ABSENCE	GCCBG	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
ADMIN/PROFESS STAFF	GCCDB	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
INSTR. STAFF PART TIME	GCGA	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
MENTOR TEACHERS/ADMIN	GCHA/GCHB	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
ADMIN STAFF ASSIGNMENTS	GCKB	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
WORKFORCE REDUCTION	GCQB	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
SUPPLEMENTAL RETIREMENT	GCQEA	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION
DISCIPLINE, SUSPEN &	GCQF	WAIVER - AUTOMATIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO ACTION

Jefferson County School District - R-1

Jefferson Academy

Submission Date:

30-Nov-18

POLICY NAME	POLICY	DESIGNATION	Yes No		ACTION
SUPPORT STAFF SICK LEAVE	GDBA	WAIVER - AUTOMATIC	X		NO ACTION
OVERTIME POLICY	GDBC	WAIVER - AUTOMATIC	X		NO ACTION
SUPPORT STAFF	GDBD	WAIVER - AUTOMATIC	X		NO ACTION
SUPPORT STAFF	GDC	WAIVER - AUTOMATIC	X		NO ACTION
SUPPORT STAFF	GDD	WAIVER - AUTOMATIC	X		NO ACTION
SUPPORT STAFF	GDE/GDF	WAIVER - AUTOMATIC	X		NO ACTION
SUPPORT STAFF	GDI	WAIVER - AUTOMATIC	X		NO ACTION
SUPPORT STAFF	GDJ	WAIVER - AUTOMATIC	X		NO ACTION
EVALUATION OF	GDO	WAIVER - AUTOMATIC	X		NO ACTION
RESIGNATION OF STAFF	GDQB	WAIVER - AUTOMATIC	X		NO ACTION
DISCIPL., SUSPENSION &	GDQD	WAIVER - AUTOMATIC	X		NO ACTION
STUDENT PHOTOGRAPHS	JRD	WAIVER - AUTOMATIC	X		NO ACTION
STUDENT FEES AND CHARGES	JQ	WAIVER - AUTOMATIC	X		NO ACTION
CO-OPERATIVE DECISION MAKING	KCB	WAIVER - AUTOMATIC	X		NO ACTION
COMMUNITY INVOLVEMENT CHOOSING MASCOTS/LOGOS	KCBC	WAIVER - AUTOMATIC	X		NO ACTION
PUBLIC CONCERNS/COMPLAINT ABOUT INSTRUCTIONAL RESOURCES	KEC	WAIVER - AUTOMATIC	X		NO ACTION
COMMUNITY USE OF SCHOOL FACILITIES	KF	WAIVER - AUTOMATIC	X		NO ACTION
COMMUNITY USE	KFC	WAIVER - AUTOMATIC	X		NO ACTION
ENHANCEMENT	KHB	WAIVER - AUTOMATIC	X		NO ACTION
SPONSORSHIP PROGRAMS	KHBA	WAIVER - AUTOMATIC	X		NO ACTION
RELATION WITH PARENT ORGANIZATIONS	KJ	WAIVER - AUTOMATIC	X		NO ACTION
PETTY CASH	DJC	ASSIGNED TO CHARTERS	N/A		NO ACTION
VENDOR RELATIONS	DJG	ASSIGNED TO CHARTERS	N/A		NO ACTION
CASH IN SCHOOL BLDS	DM	ASSIGNED TO CHARTERS	N/A		NO ACTION
ENVIRONMENTAL & SAFETY PROGRAM	EC	ASSIGNED TO CHARTERS	N/A		NO ACTION
VANDALISM	ECAC	ASSIGNED TO CHARTERS	N/A		NO ACTION
OPEN HIRING/EQUAL OPPORTUNITY	GBA	ASSIGNED TO CHARTERS	N/A		NO ACTION
STAFF CONDUCT	GBEB	ASSIGNED TO CHARTERS	N/A		NO ACTION
STAFF DRESS CODE	GBEBA	ASSIGNED TO CHARTERS	N/A		NO ACTION
PERSONNEL RECORDS	GBJ	ASSIGNED TO CHARTERS	N/A		NO ACTION
DISCLOSURE OF INFO TO PROSPECTIVE EMPLOYERS	GBJA	ASSIGNED TO CHARTERS	N/A		NO ACTION
ADMIN/PROFESS STAFF MILITARY LEAVE	GCCBD	ASSIGNED TO CHARTERS	N/A		NO ACTION
EQUAL EDUCATION OPPORTUNITY	JB	ASSIGNED TO CHARTERS	N/A		NO ACTION
STUDENT DRESS CODE	JICA	ASSIGNED TO CHARTERS	N/A		NO ACTION
STUDENT INTERVIEWS, INTERROGATIONS, SEARCH, ARREST	JIH	ASSIGNED TO CHARTERS	N/A		NO ACTION
STUDENT USE OF INTERNET	JS	ASSIGNED TO CHARTERS	N/A		NO ACTION
PUBLIC CONDUCT ON SCHOOL PROPERTY	KFA	ASSIGNED TO CHARTERS	N/A		NO ACTION
VISITORS TO SCHOOLS	KI	ASSIGNED TO CHARTERS	N/A		NO ACTION

Jefferson County School District - R-1

Jefferson Academy

Submission Date:

30-Nov-18

POLICY NAME	POLICY	DESIGNATION	Yes No		ACTION
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
STAFF USE OF INTERNET & ELECTRONIC COMMUNICATIONS	GBEE	LIMITED REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EXEMPT FROM PASSWORD PROTOCOL
STAFF SECURITY & SAFETY	GBGB	LIMITED REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EXCLUDE FROM REIMBURSEMENT POLICY
STUDENT RECORDS/RELEASE OF INFO. ON STUDENTS	JRA/JRC	LIMITED REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ADD "OR CHARTER SCHOOL" BETWEEN DISTRICT & PERSONELL / ADD "OR CHARTER SCHOOL BOARD" AFTER SUPERINTENDENT OF SCHOOLS (FOR HEARINGS)
STUDENT ORGANIZATIONS	JJA	LIMITED REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AUTHORITY TO ESTABLISH RULES FOR NON-CURRICULAR STUDENT ORGANIZATIONS
STUDENT FUNDRAISING ACTIVITIES	JJE	LIMITED REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AUTHORITY TO SELECT VENDORS
INTERNATIONAL/DOMESTIC OVERNIGHT STUDENT TRAVEL	JJH	LIMITED REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CHARTER TEACHERS ARE INCLUDED AS PERMISSIBLE CHAPERONES
FISCAL MANAGEMENT - FUND BALANCE	DAB	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
PURCHASING AUTHORITY	DJ/DJA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
PURCHASING PROCEDURE	DJB	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
SCHOOL CLOSINGS	EBCE	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
FOOD SERVICE	EF	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
NUTRITIONAL FOOD CHOICES	EFEA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
TECHNOLOGY ACQUISITION POLICY	EHBB	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
ADMIN STAFF MATERNITY, CHILD CARE, PARENTAL LEAVE	GCCBC	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
PROFESSIONAL STAFF HIRING	GCE/GCF	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
EVALUATION OF INSTRUCTIONAL STAFF	GCOA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
EVALUATION OF ADMINISTRATOR AND PROF/TECH STAFF	GCOB	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
INSTRUCTIONAL GOALS	IA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
DISTRICT CALENDAR	IC/ICA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
CURRICULUM DEVELOPMENT	IGA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
HEALTH EDUCATION	IHAM	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
TEACHING ABOUT DRUGS, ALCOHOL AND TOBACCO	IHAMA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
INSTRUCTIONAL MATERIAL SELECTION AND ADOPTION	IJ	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
SUPPLEMENTARY MATERIALS SELECTION AND ADOPTION	IJK	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
LIBRARY MATERIALS SELECTION AND ADOPTION	IJL	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
TEXTBOOKS AND MATERIALS SELECTION AND ADOPTION	IJM	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY

Jefferson County School District - R-1

Jefferson Academy

Submittal Date:

30-Nov-18

POLICY NAME	POLICY	DESIGNATION	Yes No		ACTION
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
EVALUATION OF INSTRUCTIONAL PROGRAM	IL	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
TEACHING ABOUT CONTROVERSIAL ISSUES	IMB	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
ASSIGNMENT OF NEW STUDENTS TO GRADE LEVELS	JGA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
STUDENT CONCERNS, COMPLAINTS AND GRIEVENCES	JII	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
STUDENT SOCIAL EVENTS	JJB	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
STUDENT USE OF PERSONAL DEVICES	JSA	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
PUBLIC GIFTS/DONATIONS	KCD	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
PUBLIC/PARENT CONCERNS AND COMPLAINTS	KE	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY
COMMUNITY ACCESS TO SCHOOL COMMUNICATION FACILITIES	KFD	FULL REPLACEMENT POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF REQUESTED - CHARTER TO PROVIDE ACCEPTABLE REPLACEMENT POLICY

<u>Policy</u>	<u>Replace Yes/No</u>	<u>If Yes, what is the "Limited Replacement Policy"</u>
GBEE	Yes	All staff at Jefferson Academy are expected to follow Jefferson County Policy GBEE other than the district's Password Protocol. As Jefferson Academy is unable to maintain the Password Procotocol established by this policy, Jefferson Academy IT staff will enforce a password protocol for all non-district systems that are used by the school and/or school personnel.
GBGB	Yes	Jefferson Academy will follow Policy GBGB with the replacement of the term "Board" (indicating Jefferson County Board of Eduction) in the section labeled Reimbursement for Legal Expenses being replaced with "Jefferson Academy's Board of Directors or designee"
JRA/JRC	Yes	Jefferson Academy will follow Policy JRA/JRC with the following additions [in brackets]: "During the scheduled review, the Custodian of Records will make district [or charter school] personnel available to respond..." and "A request for a formal hearing should be made in writing and addressed to the superintendent of schools [or charter school board]."
JJA	Yes	All student organizations shall have the right to meet on school premises during non instructional time as designated by the Executive Director or school Principal. No student organization shall be denied equal access to school facilities on the basis of the religious, political, philosophical, or other content of the speech at the meetings of such organization. The Executive Director or school Principal shall develop guidelines and rules concerning the procedures for scheduling meetings of student organizations and setting the times and facilities which are available for such meetings. Meeting times shall be limited to activity periods and other non instructional time set aside for this purpose before or after regular classroom hours. These guidelines and rules shall be made available to all students. Student organizations wishing to conduct meetings under this policy must make application to the school Principal for permission in accordance with outlined procedures.
JJE	Yes	Jefferson Academy shall have the authority to select vendors for student fundraising activities. Therefore, all student fundraising proposals shall follow Jefferson Academy's vendor selection protocols. The Executive Director and/or school principal or their designee will evaluated proposals and approve or disapprove the request. Fundraising money will not be returned to the individual students nor can it be used to cover other fees for the student. Fundraising must comply with federal, state food and nutrition policies if the school provides F/R Lunch through a recognized SFA as well as district policies should the school use Jeffco as their SFA.
JJH	Yes	Jefferson Academy will follow Policy JJH which shall recognized Charter Teachers as permissable chaperones. Jefferson Academy may, at it's descretion, implement protocols and internal practices to ensure compliance with the policy.

Policy: DAB - Fiscal Management - Fund Balance

Jefferson Academy should have authority to control its own fund balance and adopt fiscal policies for financial management. It is essential for the financial health of Jefferson Academy that its Board maintain a sufficient amount of fund balance/net assets in all funds. Therefore, the Board shall exercise sound financial management in order to maintain a positive fund balance/net assets in all funds. Borrowing cash from the general fund should be carefully monitored to ensure no undue burden is placed on cash flows. The Board assigns to the Executive Director or designee the responsibility of accumulating and maintaining appropriate fund reserves and cash borrowing policies. In 2012, C.R.S. 22-44-102 (7.3) was revised to define an ongoing deficit as being a negative amount on a modified accrual basis of accounting (GAAP basis) in the unassigned fund balance for governmental funds or unrestricted net assets for proprietary funds. C.R.S. 22-44-105 (1.5)(a)&(c) further require that districts and charter schools ensure that there are no ongoing deficits resulting from recording expenditures beyond current revenues and beginning fund balance. In order for the general fund to be compliant with the above noted statute, sufficient reserves must be maintained to cover the annual salary accrual expenditure made on a GAAP basis and the reserve amount required by Section 20(5) of Article X, known as the TABOR Amendment (TABOR). If the general fund has a positive net change in fund balance, this may be used to build reserves, if not appropriated to other areas, so as to cover salary accruals and meet the required TABOR and Board reserves and to align with national credit rating standards with the goal of maintaining an investment grade rating.

Policy: DJ/DJA - Purchasing Authority

Jefferson Academy intends to follow the Jefferson County school district policy's established intent regarding purchasing/purchasing authority. However, Jefferson Academy shall be its own purchasing authority, will use district purchasing at times but also reserves the right to purchase items outside of the district's purchasing department.

Policy: DJB - Purchasing Procedures

Jefferson Academy will follow Jefferson County School District's purchasing policy or the intent of the policy if purchasing outside of the school district's system. However, Jefferson Academy's purchases are approved by the Executive Director, Principal or a designee. In cases where the amount of the purchase exceeds the spending limit established by JA Board Policy, the JA Board Treasurer or the JA Board of Directors has approval rights. In cases where Federal or State Grants require the funds to be run through or monitored by the district, including debarment checks, the school will follow district processes. The school will follow the required purchasing procedures in order to comply with all regulations if the school chooses to go outside of the district's systems when appropriate.

Policy: EBCE - School Closings

Jefferson Academy intends to follow the District snow day determinations and schedule. However, JA may call a snow day or cancel school for other necessary reasons outside of the District's cancellation determination. In such cases, the Executive Director or designee is authorized to close the school for any reason deemed necessary, including for emergencies related to building repair issues. Administrators shall be sensitive to JA families who drive a considerable distance to school. Should JA cancel school outside of a district cancellation, the district will be notified directly and the community shall be notified through radio, TV and through the district's school emergency notification telephone and email system and by posting on the school's website.

Policy: EF - Food Service

Jefferson Academy intends to use Jefferson County Public School as their School Food Authority in offering lunch to students including students who qualify for Free and Reduced Lunch. However, Jefferson Academy will maintain authority to run, operate or contract for an independent food service program. JA may also contract with an FSA other than Jeffco Schools or elect to focus on parent-provided meals. Any or all of these programs will provide nutritious meals options to students.

Policy: EFEA - Nutritional Food Choices

Jefferson Academy is part of the Jeffco Healthy Schools Initiative and therefore intends to follow the healthy school guidelines set forth by the district. However, should the school choose to not participate in the Jeffco Healthy Schools Initiative or no longer work with the district or an outside Food Service Authority, the school may deviate from this policy in order to implement its Core Knowledge and Coordinated Humanities/College Prep curriculum through projects, class events or other mechanisms.

Policy: EHBB - Technology Acquisition Policy

Jefferson Academy may purchase technology equipment through the District's purchasing processes. However, the school may also secure technology equipment by purchasing from vendors other than those used by the district and may secure equipment from the federal government or other qualified sources that donate quality equipment to non-profit organizations or public schools. As such, the school will maintain flexibility in acquiring or securing technology including servers, laptops, tablets, chrome books or other devices from vendors or suppliers other than those used by the District.

Policy: GCCBC - Admin Staff Maternity, Child Care, Parental Leave

Jefferson Academy will be responsible for its own personnel matters, including its family and medical leave policy. JA will adhere to applicable federal and state laws regarding the administration and granting of requests for leaves of absence. An employee, who has been employed by JA for at least 12 consecutive months prior to the start of a requested leave and has worked at least 1,250 hours during the 12 months preceding the commencement of a leave of absence, may be eligible under the Family and Medical Leave Act (FMLA) to take up to 12 weeks of unpaid, job-protected leave or 26 weeks of unpaid, job-protected leave in a single 12 month period in the case of military caregiver leave, for qualified reasons covered under FMLA. During an approved leave of absence that falls under the guidelines of FMLA, health insurance coverage will continue under the same terms and conditions as if the employee had not taken leave. The employee must notify the Executive Director or their designee, in writing, of the need to take a leave of absence. When foreseeable, the employee must provide a 30-day notice prior to the commencement of the leave. When the need for leave is unforeseeable, the employee must provide notice as soon as possible and practical under the circumstances. An employee may choose to use accrued paid time off to cover some or all of the leave period. Upon return from an approved leave of absence, the employee will be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions. Employees requesting to extend the leave period beyond the time frame granted in accordance with the Family and Medical

Leave Act, should submit a request for an extension, in writing, to the Executive Director or their designee, which is subject to approval. Jefferson Academy may revise this policy to comply with changes in statutory requirements or as determined by administration or the Board of Directors so long as such changes comply with all applicable federal and state regulations.

Policy: GCE-GCF - Professional Staff Hiring

Jefferson Academy endeavors to employ dynamic, effective, well-qualified, and efficient personnel to carry out a constantly improving educational program. The Executive Director or Principal interviews, hires and supervises administration, faculty, and staff including ensuring staff are reviewed and provided feedback on a regular basis.

JA seeks to:

1. Recruit, select, employ, and retain the best qualified personnel available to operate the school;
2. Provide equal employment opportunities for all candidates for positions in accordance with JA's non-discrimination policy which may change to ensure compliance with state and federal requirements.
3. Develop high quality human relationships to foster high levels of personnel performance and satisfaction;
4. Deploy available personnel to use their skills and experience as effectively as possible to achieve JA's goals and objectives;
5. Develop and manage a personnel compensation, leave, and benefit program to attract and retain qualified employees;
6. Manage the development and maintenance of job descriptions to ensure all personnel fully understand their role at JA;
7. Oversee an employee evaluation program to contribute to the improvement of personnel performance and professional development; and
8. Administer effective personnel policies to create and maintain a positive working relationship between the board, the administration, and school personnel.

Policy: GCOA – Evaluation of Instructional Staff

Effective staff observations and evaluations are essential to maintain and assure quality instruction of students and support of the overall organization at Jefferson Academy.

- (1) To assist the teaching staff in understanding the professional demands and effective teaching expectations of the administration and the Board of Directors;
- (2) To improve a teacher's professional and interpersonal performance, and;
- (3) To have a policy and evaluation procedure in place to assist in personal development and goal formulation and to assist the administration in the determination of continued employment.

Role of Principals. The Executive Director and/or each school Principal and his /her designee will be in charge of the annual observation and evaluation process for each staff member.

Role of Board Members. Board members have the oversight necessary to ensure that appropriate annual observations are occurring including staff members receiving the feedback that will help them grow and develop professionally.

Staff Classification. For purposes of this policy, staff shall be classified as follows:

- (1) Administrative staff includes the Executive Director, Principals and their administrative team, and Business Managers;
- (2) Certified/licensed staff includes, but is not limited to, classroom instructors, specials instructors, instructional coaches and intervention specialists;

(3) Support staff includes, but is not limited to, coaches, office staff, educational assistants, health and playground aides, and building maintenance staff.

Frequency.

(1) Administrative staff will receive an annual evaluation;

(2) Certified/licensed staff, in their first two years of service to Jefferson Academy, will receive formal observations during the first and second semester of each school year. After their first two years of service at Jefferson Academy, the staff member will be observed at least once a year;

(3) Support staff will receive an annual evaluation.

Shared Staff. Shared staff will be assigned to one of the Principals for their evaluation. More than one Principal may conduct evaluations. As stated in Policy

No administrator shall be responsible for the supervision and/or evaluation of a relative.

Process.

(1) Staff will receive a copy of the Jefferson Academy Staff Evaluation policy in their staff handbook. This policy will be reviewed with staff during an August in-service date;

(2) Certified/licensed staff shall receive formal observations complete with a pre and post conference, on a schedule as identified in section (e); they will also receive an annual summative evaluation

(3) On an annual basis, certified/licensed staff will outline their goals and complete a professional growth plan, if needed. The professional growth plan will be submitted as part of the evaluation process;

(4) Support staff shall receive annual written observation reports on a schedule as identified in section (e);

(5) Certified staff evaluations will be submitted to the appropriate Staff Review Committee by April 30 of each year. Each SRC will meet with administrators to discuss recommendations for staff retention.

(6) Copies of the observations (for certified staff) and summative evaluations will be given to staff for signatures and placed in their personnel files.

Jefferson Academy reserves the right to revise or change these policies as needed to appropriately administer that academic program, staff coaching and staff management so long as said revisions meet all statutory requirements if any.

Policy: GCOC - Evaluation of Administrator and Prof/Technical Staff

STATUTE: 22-32-126, C.R.S. Employment and authority of principals

Jefferson Academy will be responsible for its own personnel matters, including employment of the Executive Director and/or Principals and establishing its own terms and conditions of employment, policies, rules, and regulations. The Executive Director will be employed on an at-will basis.

Jefferson Academy and its Board of Directors will be responsible for employment of the Executive Director rather than Jefferson County School District and will ensure that it is in accordance with the Charter School Agreement and will also follow the policies and procedures set forth by the school. JA will follow the policies and procedures set forth by the school. The Executive Director shall assume the administrative responsibility and instructional leadership, under the supervision of the Board of Directors and in accordance with the rules and regulations of Jefferson County School District, for the planning, management, operation, and evaluation of the educational program of JA. The performance of the Executive Director will be measured each year by the JA Board of Directors.

Policy: IA - Instructional Goals

The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program and textbooks to be used by Jefferson Academy. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. A description of the educational program and curriculum of Jefferson Academy is detailed in the charter application and/or Jefferson Academy Board Policy Manual. Jefferson Academy will use state required tests as well as other school based or nationally accepted assessments to track student progress and identify areas of for growth. Instructional goals and their success will be measured by the performance criteria and assessments that apply to Jefferson Academy, as set forth in the Charter School Agreement.

Policy: IC-ICA - District Calendar

Jefferson Academy shall create its own school calendar each year that will meet or exceed statutory requirements for number of contact hours. The calendar will be given to all stakeholders in the school (parents and staff) and will include all in-service days during the year. JA acknowledges that families often have students enrolled in both Jeffco traditional public schools and JA. As a result, JA will attempt to remain similar to the district calendar for holidays and spring break. The Executive Director, Principal or their designee will draft and the JA Board of Directors will approve the school year and school calendar as soon as practical prior to the end of the prior school year.

Policy: IGA - Curriculum Development

STATUTE: 22-32-109(1)(t), C.R.S. Determine educational program and prescribe textbooks
The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program and textbooks to be used by the school. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. A description of the Core Knowledge and Coordinated Humanities/College Prep guided educational program and curriculum of Jefferson Academy is outlined in the charter application submitted to the district or in Board Policy. Jefferson Academy will implement its programs and curriculum and ensure that students meet the educational standards of the school.

Policy: IHAM - Health Education

The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program and textbooks to be used by the school. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. Jefferson Academy adheres to the Core Knowledge Sequenced principles in elementary school and a Coordinated Humanities/College Prep program in the secondary which outline that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Jefferson Academy faculty will teach the curriculum in accordance with State and District standards.

Policy: IHAMA - Teaching about Drugs, Alcohol and Tobacco

The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program and textbooks to be used by the school. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. Jefferson Academy adheres to the Core Knowledge Sequenced principles in elementary school and a Coordinated Humanities/College Prep program in the secondary which outline that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Jefferson Academy faculty will teach the curriculum in accordance with State and District standards.

Policy: IJ - Instructional Material Selection and Adoption

The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program and textbooks to be used by the school. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. Jefferson Academy adheres to the Core Knowledge Sequenced principles in elementary school and a Coordinated Humanities/College Prep program in the secondary which outline that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Jefferson Academy will have responsibility for adopting and overseeing the curricula that support students in receiving a high-quality education that is also aligned to core state academic standards. JA's Executive Director and/or Principals shall review, select, and approve all learning resources for JA to deliver the stated curricula.

Policy: IJK - Supplementary Materials Selection and Adoption

The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program and textbooks to be used by the school. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. Jefferson Academy adheres to the Core Knowledge Sequenced principles in elementary school and a Coordinated Humanities/College Prep program in the secondary which outline that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Jefferson Academy will have responsibility for adopting and overseeing supplemental materials that support students in receiving a high-quality education that is also aligned to core state academic standards. JA's Executive Director and/or Principals or designee shall review, select, and approve all learning resources for JA to deliver the stated curricula.

Policy: IJL - Library Materials Selection and Adoption

The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program and textbooks to be used by the school. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. Jefferson Academy adheres to the Core Knowledge Sequenced principles in elementary school and a Coordinated Humanities/College Prep program in the secondary which outline that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Jefferson Academy will have responsibility for adopting and overseeing library materials that support students in receiving a high-quality education that is also aligned to core state academic standards. JA's Executive Director and/or Principals or designee shall review, select, and approve all learning resources for JA to deliver the stated curricula.

Policy: IJM - Textbooks and Materials Selection and Adoption

The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program and textbooks to be used by the school. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. Jefferson Academy adheres to the Core Knowledge Sequenced principles in elementary school and a Coordinated Humanities/College Prep program in the secondary which outline that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Jefferson Academy will have responsibility for adopting and overseeing and adopting textbooks and materials that support students in receiving a high-quality education that is also aligned to core state academic standards. JA's Executive Director and/or Principals shall review, select, and approve all learning resources for JA to deliver the stated curricula.

Policy: IL - Evaluation of Instructional Program

The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine and evaluate the educational program to be used by the school. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. Jefferson Academy adheres to the Core Knowledge Sequenced principles in elementary school and a Coordinated Humanities/College Prep program in the secondary which outline that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Jefferson Academy will have responsibility for evaluating the instructional program, determine areas of success, identifying areas for growth and adopting and overseeing programmatic changes as necessary to ensure students receive a high-quality education that is also aligned to core state academic standards.

Policy: IMB - Teaching about Controversial Topics

The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program and textbooks to be used by the school. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. As a result of this waiver, Jefferson Academy will be able to implement its programs and curriculum and ensure that students meet the educational standards of the school. The teaching of controversial issues at Jefferson Academy shall follow the intend of the Jefferson County School District Policy IMB and IMB-R. Jefferson Academy recognizes that controversy from differences of opinion of issues is inherent in a pluralistic society. Controversial issues include matters characterized by significant differences of opinion usually generated from differing underlying values, beliefs, and interests, which produce significant social tension and which are not necessarily resolvable by reference to accepted facts.

Jefferson Academy understands that an important function of education is to provide students with an understanding of how controversial issues are dealt with in a democracy. This includes the opportunity to learn about the issues, problems, and concerns of contemporary society, to form opinions, and to participate in discussion of these issues and expression of opinion in the classroom. Teachers may use the study and discussion of controversial issues as appropriate to the attainment of course objectives directly related to content standards so long as the appropriate protocols for school administrative approval and parental notification and consent are followed. Jefferson Academy respects the students' and parents' rights to hold diverse views and encourage them to discuss these issues further at home. Parents are encouraged to speak with administration if they have concerns about controversial topics. Alternative learning resources or opportunities will be provided on a limited basis for families that choose such an alternative. These learning activities are often not teacher lead but most often student based independent study. These programs will also be limited in scope and specific to the single topic or resource and will not be used to replace any course of study.

Policy: JGA - Assignment of New Students to Grade Level

Jefferson Academy intends to follow the Jefferson County School District policy's intent regarding the assignment of new students to grade level, however JA reserves the right to make a grade placement if needed to ensure student success in the Core Knowledge and/or Coordinated Humanities/College Prep curriculum. In such cases, the same or similar processes outlined in District Policy JGA will be followed.

Policy: JII - Student Concerns, Complaints and Grievances

Jefferson Academy believes that parent and student concerns, complaints, or grievances should be addressed in a timely manner. To that end the Board has adopted a process to address concerns, complaints or grievances of parents and/or students about staff members or about other parents and/or students. Retaliation or retribution is prohibited for grievances made in good faith. (This policy is not intended to supersede the following policies but rather to provide a process for other types of grievances: Sexual Harassment and Sexual Harassment of or by Students.)

Jefferson Academy and its administration welcome constructive criticism whenever it is motivated by a sincere desire to improve the quality of the educational program or management of our school. JA requires that all parties must communicate in a respectful and non-accusatory manner honoring the school rules; keep the issues from becoming personal attacks and stay to the point of the concern. Parents shall comply with the Parent Code of Conduct.

Jefferson Academy Board Policy 11.2 - Parent/Student Grievance Process has been adopted and

implemented by the JA Board of Directors. The JA BOD reserves the right to update or revise the policy as needed to ensure a healthy and cooperative school environment.

Policy: JJB - Student Social Events

Jefferson Academy intends to follow the Jefferson County policy's intent regarding student social events. However, to ensure the successful fulfillment of the schools Mission, Vision, academic program and educational outcomes, Jefferson Academy reserves the right for the Executive Director, Principal or their designee make a final determination regarding the type and amount of events at each grade level, birthday acknowledgments and or other events and activities that might arise.

Policy: JSA - Student Use of Personal Devices

The Jefferson County School District and Board has granted to the Board of Directors of Jefferson Academy the authority to determine the educational program used by the school. Jefferson County School District retains the right of final approval of the educational program through the Charter School Agreement. Jefferson Academy adheres to the Core Knowledge Sequenced principles in elementary school and a Coordinated Humanities/College Prep program in the secondary which outline that a well-educated person should have a broad range of knowledge, including knowledge about matters with which they might disagree. Jefferson Academy will have responsibility for adopting and overseeing policies that govern the use personal devices to ensure students receive a high-quality education that is also aligned to core state academic standards. As the environment surrounding the use of personal devices in an educational setting is so vastly diverse in a K-12 environment and is a rapidly developing area of technology service, supports and challenges, JA's Executive Director and/or Principals shall review, select, and approve all protocols for JA to deliver the stated curricula and ensure student safety. At a minimum, students and staff must adhere to JA Board Policy 7.9 - Internet Acceptable Use.

Policy: KCD - Public Gifts/Donations

Jefferson Academy will be responsible for accepting or declining public gifts or donation made to Jefferson Academy and how the gifts/donations will be utilized.

Gifts of money, real or personal property and personal services from organizations, community groups and/or individuals which will benefit the school shall be encouraged by school administration. Gifts will be accepted without promise or expectation of future consideration of the donor including how such gifts will be used. Individuals or groups shall discuss what gifts are appropriate and needed in advance with the JA Executive Director, principal or designee.

Equipment that meets an educational purpose must be operative at the time of donation and meet minimum standards set by JA. Such equipment shall be added to the school's inventory if deemed appropriate per financial policies and procedure manuals.

JA reserves the right to accept or decline any proposed gifts. In determining whether a gift will be accepted, consideration shall be given to Board policies, the district's Call to Action and district policies, as applicable.

Policy: KE - Public/Parent Concerns and Complaints

Jefferson Academy believes that parent, student and public concerns, complaints, or grievances should be addressed in a timely manner. To that end the Board has adopted a process to address concerns, complaints or grievances of parents and/or students about staff members or about other parents and/or students. Retaliation or retribution is prohibited for grievances made in good faith. (This policy is not intended to supersede the following policies but rather to provide a process for other types of grievances: Sexual Harassment and Sexual Harassment of or by Students.)

Jefferson Academy and its administration welcome constructive criticism whenever it is motivated by a sincere desire to improve the quality of the educational program or management of our school. JA requires that all parties must communicate in a respectful and non-accusatory manner honoring the school rules; keep the issues from becoming personal attacks and stay to the point of the concern. Parents shall comply with the Parent Code of Conduct.

Jefferson Academy Board Policy 11.2 - Parent/Student Grievance Process has been adopted and implemented by the JA Board of Directors. The JA BOD reserves the right to update or revise the policy as needed to ensure a healthy and cooperative school environment.

Policy: KFD - Community Access to School Communications

Jefferson Academy intends to follow the Jefferson County district policy's intent regarding community access to school communication facilities. However, the school reserves the right to approve all material distributed to students such that only material that directly affects the growth of our students is allowed. In addition, if approved, access for outside organizations during school-sponsored events/activities may have a fee. Organizations such as PTO and booster organized for the express purpose of working with WWA to support WWA authorized programs in alignment with the school's curriculum, events or activities may be allowed to support students. All communications or access must be approved by the Executive Director, Principal or designee.

7. Waiting List

Policy 8.1-Enrollment and Wait list

- (a) **Wait list criteria.** To be placed on the Jefferson Academy wait list a child must be born and have a name. A parent may submit a letter of intent to enroll his/her child at Jefferson Academy. The date of the letter of intent shall control the child's priority for enrollment. Letters of Intent will only be accepted in the elementary and secondary until the end of the school day on December 19, 2008. All students on the wait lists at the end of the school day on December 19, 2008 will be grandfathered in (i.e. retain the right to maintain their present status) for two years. Following such time period, if a student on a grandfathered wait list has not been admitted to Jefferson Academy, parents of those students may then participate in Choice Enrollment (CE), as described below.
- (b) **Grandfathered Lists.** As of December 18, 2008, any existing students on the wait lists will be grandfathered in, and shall have the right to maintain their present status, on such lists, until December 31, 2010. Students remaining on these lists after December 31, 2010 will be removed. Students on future kindergarten, seventh and ninth grade lists will be grandfathered in for two years beginning in the January of the year that they would begin their enrollment. For example: a student on the wait list who would begin their enrollment in 2010 may remain on the wait list until December 31, 2011 provided that have participated in the re-sign as described in Subsection (d).
- (c) **Residency**–Jefferson County residents will receive priority for enrollment. This priority will be taken into consideration with sibling preference, First Round Choice Enrollment and Second Round Choice Enrollment, each as described below. Proof of residency must be furnished at the time of enrollment. Jefferson County students who become a nonresident after enrollment or between school years shall be allowed to remain enrolled. (For the purpose of this policy a student is considered “enrolled” when all required paperwork is returned to the school office).
- (d) **Re-sign timeframe.** During the time period that wait lists are administered, the re-sign timeframe shall be from the first student contact day in January through the Round One Choice Enrollment closing date established by the District. If the parent does not come in to re-sign their child during that time, the child shall be removed from the wait list. Jefferson Academy is not responsible to remind parents of the re-sign time or its requirements.
- (f) **Sibling Preference.** Beginning in January 2011, sibling preference will be implemented in the elementary and secondary. Sibling preference will be considered after the staff members as described in Policy 8.2. Sibling Priority will be given if that student has a sibling currently enrolled at JA and that student will

be returning the following school year. These siblings applying to JA under Sibling Priority will be placed in a lottery, if necessary, that will be held at the end of the First Round Choice Enrollment. Siblings of students, when a student is enrolled off of the Wait List, during First Round Choice Enrollment will also be included in this list or lottery.

(i) Incoming students that qualify for sibling priority* will complete a Jefferson County Choice Open Enrollment form First Round or Second Round. If there is more than one student for a grade level submitted during First Round, a lottery will be held.

(ii) Students with sibling priority submitting an application during Choice Enrollment Round Two or students who qualify for sibling priority after First Round, will be enrolled on a first-come, first-serve basis, if the First Round Choice Enrollment list has been depleted and provided there is an opening.

The Sibling Priority list will be valid for the current school year only. This list/lottery will be held each year during First Round Choice Enrollment and Second Round Choice Enrollment.

- (f) **Choice Enrollment.** Beginning in January of 2009, the elementary and secondary will admit students generally conducted in accordance with the time frames and forms established under the Jefferson County Choice Enrollment as described in Policy JFBA; however, students shall be admitted in a series of one or more lotteries described below. Other portions of Policy JFBA are not adopted unless specifically stated.
- (g) **Enrollment Priority.** Enrollment will be completed in the following order: (i) staff children, (ii) sibling preference in county and out of county (beginning in the year 2011), (iii) grandfathered wait list (if any), subject to sibling preference, (iv) First Round Choice Enrollment application and lottery (In county first and then out of-county), subject to sibling preference and (v) Second Round Choice Enrollment applications.
- (h) **Lottery Process.** During the First Round Choice Enrollment time frame, Jefferson Academy will accept Choice Enrollment applications. Two lottery lists will be created from such applications, one for District resident applicants and another for out of district applicants. Upon completion of the time frames, the enrollment manager will fill available spaces in each grade in the order of priority described in Subsection (g) above, and if after other priorities, spaces are available, the manager will draw first from all lottery names submitted that are district residents by means of a random drawing for such available spots, and if such pool is depleted, the manager will then do the same with the out of district applicants. If after the First Round Enrollment lottery (if any), there are still openings in enrollment at the school, the enrollment manager will fill any

available spots from Second Round Choice Enrollment applications, first-come, first-serve.

- (i) **Wait List Priority.** If a student needs to be tested and placed on another grade's wait list, or needs to be retained a year, the student will be placed on the wait list for the new class with the original letter of intent date.
- (j) **Notification of Acceptance: Efforts to Notify Parents of an Opening.**
 - (i) Once a student is accepted into Jefferson Academy, from a wait list or grandfathered wait list, or annual lottery, parents shall have 48 hours from notification in which to make a decision regarding the acceptance of an opening at Jefferson Academy. The following efforts shall be made to reach parents.
 - (ii) The enrollment manager will call the phone numbers given on the letter of intent (if applicable) or choice enrollment application and leave messages if possible. If a voice message is left, 48 hours is given for the parents to contact the school. If there is no response, the school will leave one additional message and 24 additional hours to respond will be given. If there is no response after the second message the next person on the wait list or lottery will be contacted. When personal contact is made, the time frame for responding described above starts.
- (k) **Rejection of Space Availability.** If a wait list parent turns down an opportunity to enroll their child, the child's letter of intent date shall be changed to the date the parent notified Jefferson Academy of his/her decision not to enroll. The child shall remain on the wait list with that new letter of intent date if the parent so chooses. The Grandfathered timeframe will not be affected by the new letter of intent date.
- (l) **Automatic placement to Junior High and Senior High.** It is the intent of the board to follow the Round One (CE) dates established by the District. Parents of sixth and eighth grade students who have automatic placement in Jefferson Academy Junior High or Senior High will be notified of such opportunity at least two weeks prior to the CE closing date. They will then have until the CE closing date to sign the CE form and accept the admission space reserved for such student. All sixth and eighth grade students who have not signed the CE form by the CE closing date will forfeit their automatic placement and be placed at the bottom of the wait list, if the parents so desire for such grandfathered time period, and thereafter if a parent forfeits an automatic placement, application will be pursuant to this policy. After the CE closing date, the enrollment manager of the wait list will begin filling openings for the upcoming seventh and ninth grades from the wait list (if any) and Choice Enrollment lottery.
- (m) **Exceptions.** A family having a child or children in attendance at Jefferson Academy may request the Board to make an exception to allow their child back

into Jefferson Academy after a one year absence. Any such exception shall be made on a case-by-case basis by the board. During the year's absence, the parent must re-sign their child/children or otherwise notify the school in writing of their intent to reenroll for the following school year. If the school has not received written notification from the parent by the CE closing date -the opening will no longer be available.

Adopted: May 28, 1994, April 18, 1995, February 20, 1996, March 26, 1996, November 19, 1996, November 19, 1996, November 19, 1996, September 16, 1997, October 21, 1997, January 20, 1998, April 21, 1998, March 23, 1999, November 16, 1999, May 15, 2001, February 19, 2002, May, 2002, October 15, 2002, March 9, 2004, October 19, 2004, February 15, 2005, October 16, 2007, November 16, 2008, November 17, 2009, January 18, 2011

References: Policy 8.2 Enrollment and Wait list Pertaining to Staff Children

Policy 8.2 - Enrollment and Wait List Pertaining to Staff Children (P)

- (a) The optimal class size for kindergarten is 20 and for grades first through sixth is 26. Jefferson Academy board of directors may vote to increase enrollment of kindergarten to 23 per class and first through sixth grade up to 30 on a temporary year-to-year basis with reasonable rationale provided to the Principal.
- (b) There will be a combined maximum of 240 students in grade levels seven and eight, operating at 4 sections per grade. The optimal section size ranges from 25-30 students. In the event enrollment numbers drop that would dictate operation at less than 3 sections per grade, administration shall immediately notify the board. Students of staff members shall be given priority over students on the wait list for enrollment.
- (c) There will be a combined maximum of 320 students in grade levels nine through twelve, operating at 3 sections per grade. The optimal section size ranges from 25-30 students. In the event enrollment numbers drop that would dictate operation at less than 3 sections per grade, administration shall immediately notify the board. Students of staff members shall be given priority over students on the wait list for enrollment.
- (d) Children of staff members wishing to enroll their child at Jefferson Academy after the class is full shall be placed on the wait list using the letter of intent/parent hire date. Class or grade size limits are as follows: 22 in kindergarten, 28 in first grade through sixth grade, 160 collectively in junior high, and 320 collectively in high school.
- (e) The manager of the wait list will keep track of the place the staff member's child had on the wait list, whether it is per letter of intent or the date of the parent's hiring. If the parent resigns or otherwise leaves his/her job before the end of two years, the child will then be moved to the wait list with the letter of intent/parent hire date. However, if the same occurs after the October 1st count date, the child may complete the current school year and then be placed on the wait list with the letter of intent/parent hire

date. If the child's letter of intent/parent hire date would allow them to be in the class and not on the wait list, that child may remain enrolled. If not, the child must disenroll until he/she is eligible for enrollment pursuant to normal wait list policy.

- (f) This policy will be in effect for all persons employed after August 27, 1996. For the purposes of enrollment of children of staff members, the three charters (Jefferson Academy elementary, junior high and senior high) shall be considered one, and the children of staff at one charter shall be eligible for attendance at the others. "Staff" does not include persons working primarily at the JA homeschool or other educational program.

Adopted: April 16, 1996, November 19, 1996, January 20, 1998, November 16, 1999, October 15, 2002, April 20, 2004, September 19, 2006, April 17, 2007, November 18, 2014.

Cross References: Policy 8.1 Enrollment and Waiting List Policy

Attachment 10: School Vision and Mission

Policy 1.1 - Vision and Mission Statement (P)

- (a) **Vision Statement.** Jefferson Academy envisions a community of parents, teachers, students and educational and business leaders working together to create a learning environment that engenders academic achievement, growth in character, and the love of learning, resulting in responsible, productive citizens.
- (b) **Mission Statement.** The mission of Jefferson Academy is to help students attain their highest academic and character potential through an academically rigorous, content-rich educational program.


Adopted: June 17, 1997, June 15, 1999, November 16, 1999, April 17, 2001

2019-2020 PLAN YEAR CAFETERIA PLAN/CHARTER FLEX DOLLARS CONTRACT RENEWAL/ADDENDUM EXHIBIT I

Name of School: Jefferson Academy Elementary Charter School		
Individual completing form	Catherine G Smith	Phone No: 720-728-6166

Your school's charter flex dollars, if any, must be provided on a non-discriminatory basis to similarly-situated employees. Please complete, sign this form and return to the Director, Employee Benefits, for approval. This will become part of your annual contract with the district. Please return to Lisa Eacker at leacker@jeffco.k12.co.us or by fax at (303) 982-6670 by April 19, 2019.

SECTION 1. ACKNOWLEDGE CHANGE TO WAIVE MEDICAL COVERAGE PRACTICE

Please Initial below	Acknowledgement/Compliance statement
	I acknowledge that the District's benefits program does not support the administrative practices necessary for compliance related to providing cash compensation to employees who waive employer-provided medical coverage. Accordingly, I understand that my school will not provide cash to any employees who waive employer medical coverage.

SECTION 2. FLEX DOLLARS FOR FULL-TIME EMPLOYEES (scheduled to work 30 to 40 hours per week)

The employer contribution toward the cost of medical coverage for this plan year is: \$416.44 monthly effective with the **June 30, 2019** paycheck. In addition to the employer contribution, our school provides additional charter flex dollars, effective with the **June 30, 2019** paycheck, to FT employees as follows:

<i>Check all that apply (FT employees).</i>		<i>Charter Flex Dollar Mo. Amount</i>
X	40 hour per week employees enrolled in district medical coverage	<i>Cost of coverage not to exceed \$500.00 which is reduced by the employer contribution.</i>
X	40 hour per week employees enrolled in district dental and/or vision coverage	<i>Cost of coverage</i>
X	30 – 39.99 hours per week employees enrolled in district medical coverage	<i>Cost of coverage not to exceed \$500.00 which is reduced by the employer contribution.</i>
X	30 – 39.99 hours per week employees enrolled in dental and/or vision coverage	<i>Cost of coverage</i>
X	Split-contract (for the charter employee who is not enrolled in the benefit plan, but is covered under the district or charter-employed spouse's plan). *(Note: This is made as an employer contribution through the system, rather than you having to put it on the paycheck)	416.44* employer contribution toward medical coverage
	No additional flex dollars are provided	
<small><i>Description of Charter Flex - FT employee: Please provide a detailed explanation of how flex dollar amounts are calculated (i.e., based on FTE, based on actual benefits enrollment, by category (if different), etc.): Jefferson Academy Elementary Charter School provides \$500.00 to every FT employee working 30 or more hours per week and enrolled in the district medical coverage. Of this, \$416.44 goes toward the monthly contribution, with the balance of \$83.56 per month provided to the employee in additional Charter Flex dollars. Jefferson Academy Secondary Charter School contributes up to \$500.00 per month for split contract employees. Of this, \$416.44 goes toward the monthly contribution, with the balance of \$83.56 per month provided to the employee in additional Charter Flex dollars. Jefferson Academy Secondary provides Charter Flex dollars to cover cost of coverage, not to exceed \$500.00, to any FT employee working 30 or more hours that waive medical but elect dental, vision or short-term disability.</i></small>		

2019-2020 PLAN YEAR CAFETERIA PLAN/CHARTER FLEX DOLLARS CONTRACT RENEWAL/ADDENDUM EXHIBIT I

Name of School: **Jefferson Academy Elementary Charter School**

SECTION 3. PART-TIME EMPLOYEES (those scheduled to work 20 to less than 30 hours per week)

Please describe any flex dollars you provide to part-time employees to help offset the cost of dental or vision benefits.

	Check all that apply (PT employees)	Charter Flex Dollar Mo. Amount
	20 – 29.99 hours per week employees	
	We have no part-time employees	
X	No flex dollars are provided	X
<p><i>Description of Charter Flex - PT employee : Please provide a detailed explanation of how flex dollar amounts are calculated (i.e., based on FTE, based on actual benefits enrollment, by category (if different), etc.):</i></p> <p>Jefferson Academy Elementary Charter School does not offer flex dollars to employees working 29.99 hours or less per week.</p>		

SECTION 4. SIGNATURE OF AUTHORIZED REPRESENTATIVE AND CERTIFICATION:

I certify that the above information is true and correct to the best of my knowledge and:

- *that the above listed school provides the Charter Flex Dollar contribution listed above equally to all employees who meet the stated classifications, without discriminating for or against particular employees or classifications of employees, and*
- *that employees obtaining medical coverage through any other means including through a spouse (other than as provided through the split-contract arrangement), an Exchange (i.e. Connect for Health Colorado, through private insurance coverage or governmental programs or those who are not enrolled in any medical coverage, are not eligible for Charter Flex Dollars due to waiving District medical benefits.*
- *I have stated any all conditions for payment above under "Description of Charter Flex."*

Dr. Debbie A. Drew

(Signature, Principal or Authorized Board Member)

Title: Principal


Date: 4-18-19

2019-2020 PLAN YEAR CAFETERIA PLAN/CHARTER FLEX DOLLARS CONTRACT RENEWAL/ADDENDUM EXHIBIT I

Name of School: Jefferson Academy Secondary Charter School		
Individual completing form	Joan Larson	Phone No: 720-887-1992 ext

Your school's charter flex dollars, if any, must be provided on a non-discriminatory basis to similarly-situated employees. Please complete, sign this form and return to the Director, Employee Benefits, for approval. This will become part of your annual contract with the district. Please return to Lisa Ecker at lecker@jeffco.k12.co.us or by fax at (303) 982-6670 by April 19, 2019.

SECTION 1. ACKNOWLEDGE/CHANGE TO WAIVE MEDICAL COVERAGE PRACTICE

Please Initial Below	Acknowledgement/Compliance statement
	I acknowledge that the District's benefits program does not support the administrative practices necessary for compliance related to providing cash compensation to employees who waive employer-provided medical coverage. Accordingly, I understand that my school will not provide cash to any employees who waive employer medical coverage.

SECTION 2. FLEX DOLLARS FOR FULL-TIME EMPLOYEES (scheduled to work 30 to 40 hours per week)

The employer contribution toward the cost of medical coverage for this plan year is: \$416.44 monthly effective with the June 30, 2019 paycheck. In addition to the employer contribution, our school provides additional charter flex dollars, effective with the June 30, 2019 paycheck, to FT employees as follows:

Check all that apply (FT employees).	Charter Flex Dollar MA Amount
<input checked="" type="checkbox"/> 40 hour per week employees enrolled in district medical coverage	\$83.56
<input checked="" type="checkbox"/> 40 hour per week employees enrolled in district dental and/or vision coverage	Up to cost of coverage
<input checked="" type="checkbox"/> 30 - 39.99 hours per week employees enrolled in district medical coverage	\$83.56
<input checked="" type="checkbox"/> 30 - 39.99 hours per week employees enrolled in dental and/or vision coverage	Up to cost of coverage
<input checked="" type="checkbox"/> Split-contract (for the charter employee who is not enrolled in the benefit plan, but is covered under the district or charter-employed spouse's plan). <i>*(Note: This is made as an employer contribution through the system, rather than you having to put it on the paycheck)</i>	\$416.44* employer contribution toward medical coverage \$83.56 Flex Dollars
<input type="checkbox"/> No additional flex dollars are provided	
Description of Charter Flex - FT employee: Jefferson Academy Secondary Charter School provides \$500.00 to every FT employee working 30 or more hours per week and enrolled in the district medical coverage. Of this, \$416.44 goes toward the monthly contribution, with the balance of \$83.56 per month provided to the employee in additional Charter Flex dollars. Jefferson Academy Secondary Charter School contributes up to \$500.00 per month for split contract employees. Of this, \$416.44 goes toward the monthly contribution, with the balance of \$83.56 per month provided to the employee in	

**2019-2020 PLAN YEAR CAFETERIA PLAN/CHARTER FLEX DOLLARS
CONTRACT RENEWAL/ADDENDUM EXHIBIT I**

additional Charter Flex dollars. Jefferson Academy Secondary provides Charter Flex dollars to cover cost of coverage, not to exceed \$500.00, to any FT employee working 30 or more hours that waive medical but elect dental, vision or short-term disability.

Name of School: Jefferson Academy Secondary Charter School

SECTION 3. PART-TIME EMPLOYEES (those scheduled to work 20 or less than 30 hours per week)

Please describe any flex dollars you provide to part-time employees to help offset the cost of dental or vision benefits.

Check all that apply (PT employees)	Charter Flex Dollar Mo. Amount
<input type="checkbox"/> 20 – 29.99 hours per week employees	
<input type="checkbox"/> We have no part-time employees	
<input checked="" type="checkbox"/> No flex dollars are provided	
Description of Charter Flex - PT employee: Jefferson Academy Secondary Charter School does not offer Charter Flex dollars to employees working 29.99 hours or less per week.	

SECTION 4. SIGNATURE OF AUTHORIZED REPRESENTATIVE AND CERTIFICATION:

I certify that the above information is true and correct to the best of my knowledge and:

- that the above listed school provides the Charter Flex Dollar contribution listed above equally to all employees who meet the stated classifications, without discriminating for or against particular employees or classifications of employees, and
- that employees obtaining medical coverage through any other means including through a spouse (other than as provided through the split-contract arrangement), an Exchange (i.e. Connect for Health Colorado), through private insurance coverage or governmental programs or those who are not enrolled in any medical coverage, are not eligible for Charter Flex Dollars due to waiving District medical benefits.
- I have attested any all conditions for payment above under "Description of Charter Flex."


(Signature, Principal or Authorized Board Member)

Title: Executive Director Date: 4/13/20

**CALCULATION OF REVENUE AND DISTRICT SERVICE EXPENSES
FISCAL 2017, 2018, 2019 AND PRELIMINARY FISCAL 2020**

*For use only by charter schools who purchase Finance, Payroll and HR services from Jeffco
(Revised 2-1-19)*

School: Jefferson Academy Elementary
Date: April 1, 2019

Board of Director Signature 
Principal/Director Signature Debra Ann New

	Fiscal Billed 2017 (Actual)	Fiscal Billed 2018 (Actual)	Fiscal Billed 2019 (Actual)	Preliminary Billed 2020 (Estimated)
<i>Per Pupil Revenue</i>	7,243.55	7,473.15	7,934.82	8,295.42
Fiscal Emergency Contingency Reserve	0.00	0.00	0.00	0.00
<i>Per Pupil Revenue</i>	7,243.55	7,473.15	7,934.82	8,295.42
Central Administrative Overhead	158.60	164.41	179.85	190.79
Sec. 7.2.2 Purchased Services	201.86	209.25	211.13	223.98
Mandatory Dedications—				
District Special Education	400.00	450.00	475.00	475.00
English as a Second Language	110.00	130.00	130.00	130.00

Purchased Services Projected FTE's 709.43

(Used for funding, billing and school budgets)
Cost Per Pupil Total Cost

1. Central Administration	\$190.79	\$135,361.69
2. Purchased Services	\$223.98	\$158,909.33
3. Special Education	\$475.00	\$337,003.00
4. ESL	\$130.00	\$ 92,232.40
5. Employee Assistance	Flat Fee	\$ 100.00
6. MAP (1 st -6 th grades)	\$ 8.25	\$ 5,346.00
7. Insurance Reserve	\$ 99.36	\$ 7,493.93

Return to Tom McMillen no later than April 1, 2019

District Services Available for Purchase 2019-2020

(Revised 2-1-19)

Administrator: Dr Debra O'Neill School: Jefferson Academy Elementary Date: 4/1/2019

Department	Cost	Service	Accept	Deny	Contact	Number
Homebound Students	34.00 per hour	-Teacher visits to home of homebound student		✓	Julie Wilton	2-7251
*Student Health— Includes vision and hearing screenings—see note below	85.00 per FTE	-Consultation for health needs and action plans -Letters to parent i.e. immunizations, disease -Delegation of authority to dispense medications		✓	Julie Wilton	2-7251
*Insurance Reserve—see note below	\$99.26 per FTE (estimate). Amount to go up by 7%	-Comprehensive general liability—bodily injury, property damage, professional -Property, boiler, machinery -Crime -Litigation defense	✓		Joel Henschel	2-2438
Employee Assistance	\$100.00 Annual Flat Rate	-Assistance with personal issues of employees with school approval	✓		Kathleen Rostington	2-0377
*Background Screening	Fingerprinting \$50.00 per employee (\$39.50 billed to employee \$10.50 admin fee billed to school) BISI Checks Actual cost \$9.00-39.50	-Schools will use the district for both fingerprinting and volunteer checks -Employee charged for fingerprinting -Schools charged for BISI checks -Electronic fingerprints with very quick results	✓		Ruby Ferguson	2-6878

Early Learning Support (Prek)	\$300/annual per school	Weekly memos Preschool in-Service Professional Learning (including access to standard precautions, licensing pre-service, district learning, etc.				
Prek Staff Fingerprinting Second set of prints billed the same as above	\$50.00 (39.50 and 10.50) as outline in Fingerprints above \$40.00 TRAILS Processing	Prek fingerprints Staff pre-screening Must use HR fingerprint services			✓	
Substitute Teachers System	No Cost	-School will be able to access and use the district substitute teacher system. (not Prek) -Schools must follow district guidelines including pay rates and 89 day limit. See Substitute website for details	✓		Bethyn Ferguson	2-6878
NWEA – MAPS English, Language Arts & Math Science	8.25 per student tested 2.25 per student tested	Testing results are available through SOARS after the close of each testing window	✓		Justin Dorsch	2-6861
Mount Evans/Windy Peak Outdoor Education Centers	350.00 (5 days) per child includes transportation	-Outdoor Lab activities for schools who participate. Staff develop, contact OFE for pricing.		✓	Nicole Stewart	2-6843
Library Services – Follett Destiny Library Manager, Jeffco	3.00 per FTE	Provides cataloging services for school library resources. Also provides technical and user support for TLC. NOTE: Inclusion in the Jeffco Follett Destiny Library, for new charters is an additional cost.			Heidi Floyd	2-6844

Purchased Services As Needed.

Department	Cost	Service	Contact	Number
Instructional Services	300.00 half day 450.00 full day	Training and instruction for charter school staff	Mark Flores	2-0990
Property Management	Cost will be agreed upon prior to start of project.	Provide a Project Manager for school funded construction or repair projects.	Tom Raul	2-2378
Warren Tech Option School	25% PFR per 1/2 day per student per semester 50% PFR per full day per student per semester		Lisa Anderson	2-0600

*Finger Print/Background Checks—Should Charters decide to do their own finger print and background checks, the district will require assurances regarding meeting the requirements of state law. Busy checks will be available to the schools that use the district's Finger Print/Background Checks process and act as a stand-alone service.

*Student Health—Should Charters decide not to access this service, the following assurances must be in place; documentation of appropriate state mandated immunizations for each student, and documentation of compliance with state laws and district policies regarding medications and health action plans

*Insurance Reserve— Comprehensive general liability—bodily injury, property damage, professional Property, boiler, machinery-Crime-Litigation defense. Projections are that the cost of insurance will remain stable this year though the deductible may be adjusted. Additional information will be provided as it becomes available.

CALCULATION OF REVENUE AND DISTRICT SERVICE EXPENSES
FISCAL 2017, 2018, 2019 AND PRELIMINARY FISCAL 2020

For use only by charter schools who purchase Finance, Payroll and HR services from Jeffco
(Revised 2-1-19)

School Jefferson Acad Secondary
Date 4/2/19

Board of Director Signature _____

Principal/Director Signature _____

	Fiscal Billed 2017 (Actual)	Fiscal Billed 2018 (Actual)	Fiscal Billed 2019 (Actual)	Preliminary Billed 2020 (Estimated)
Per Pupil Revenue	7,243.55	7,473.15	7,934.82	8,295.42
Fiscal Emergency Contingency Reserve	0.00	0.00	0.00	0.00
Per Pupil Revenue	7,243.55	7,473.15	7,934.82	8,295.42
Central Administrative Overhead	158.60	164.41	179.85	190.79
Sec. 7.2.2 Purchased Services	201.86	209.25	211.13	223.98
Mandatory Dedications—				
District Special Education	400.00	450.00	475.00	475.00
English as a Second Language	110.00	130.00	130.00	130.00

Purchased Services Projected FTE's 635 (Used for funding, billing and school budgets)
Cost Per Pupil Total Cost

1. Insurance Reserve \$ 99.26 63,030.10

2.

3.

4.

5.

Return to Tom McMillen no later than April 1, 2019

District Services Available for Purchase 2019-2020

(Revised 2-1-19)

Administrator Heather Grantham School Jefferson Acad Date 4/2/19
Secondary

Department	Cost	Service	Accept	Deny	Contact	Number
Homebound Students	34.00 per hour	-Teacher visits to home of homebound student			Julie Wilson	2-7251
*Student Health— Includes vision and hearing screenings—see note below	85.00 per FTE	-Consultation for health needs and action plans -Letters to parent i.e. immunizations, disease -Delegation of authority to dispense medications		X	Julie Wilson	2-7211
*Insurance Reserve— see note below	\$99.26 per FTE (estimate). Amount to go up by 7%	-Comprehensive general liability—bodily injury, property damage, professional -Property, boiler, machinery -Crime -Litigation defense	X		Joni Hirschback	2-2439
Employee Assistance	\$100.00 Annual Flat Rate	-Assistance with personal issues of employees with school approval	X		Kathleen Romington	2-4077
*Background Screening	Fingerprinting \$50.00 per employee (\$39.50 billed to employee \$10.50 admin fee billed to school) BISI Checks Actual cost \$9.00-39.50	-Schools will use the district for both fingerprinting and volunteer checks -Employee charged for fingerprinting -Schools charged for BISI checks -Electronic fingerprints with very quick results	X		Ruby Fagan	2-4878

Early Learning Support (Prek)	\$300/annual per school	Weekly memos Preschool In-Service Professional Learning (including access to standard precautions, licensing pre-service, district learning, etc.				
Prek Staff Fingerprinting Second set of prints billed the same as above	\$50.00 (39.50 and 10.50) as outline in Fingerprints above \$40.00 TRAILS Processing	Prek fingerprints Staff pre-screening Must use HR fingerprint services				
Substitute Teachers System	No Cost	-School will be able to access and use the district substitute teacher system. (not Prek) -Schools must follow district guidelines including pay rates and 89 day limit. See Substitute website for details	X		Ruby Fagan	2-6878
NWEA – MAPS English, Language Arts & Math Science	8.25 per student tested 2.25 per student tested	Testing results are available through SOARS after the close of each testing window	X		Justin French	2-6561
Mount Evans/Windy Peak Outdoor Education Centers	350.00 (5 days) per child includes transportation	-Outdoor Lab activities for schools who participate. Staff develop, contact OEL for pricing.			Nicole Stewart	2-6841
Library Services – Follett Destiny Library Manager, JEFFCO	3.00 per FTE	Provides cataloging services for school library resources. Also provides technical and user support for TLC. NOTE: Inclusion in the Jeffco Follett Destiny Library, for new charters is an additional cost.			Heidi Floyd	2-4944

Purchased Services As Needed.

Department	Cost	Service	Contact	Number
Instructional Services	300.00 half day 450.00 full day	Training and instruction for charter school staff	Mat Flores	2-0990
Property Management	Cost will be agreed upon prior to start of project.	Provide a Project Manager for school funded construction or repair projects.	Tim Rind	2-2336
Warren Tech Option School	25% PPR per 1/2 day per student per semester 50% PPR per full day per student per semester		Lisa Anderson	2-0641

*Finger Print/Background Checks—Should Charters decide to do their own finger print and background checks, the district will require assurances regarding meeting the requirements of state law. Busy checks will be available to the schools that use the district's Finger Print/Background Checks process and not as a stand-alone service.

*Student Health—Should Charters decide not to access this service, the following assurances must be in place; documentation of appropriate state mandated immunizations for each student, and documentation of compliance with state laws and district policies regarding medications and health action plans

*Insurance Reserve— Comprehensive general liability—bodily injury, property damage, professional Property, boiler, machinery-Crime-Litigation defense. Projections are that the cost of insurance will remain stable this year though the deductible may be adjusted. Additional information will be provided as it becomes available.

Attachment 13: Insurance

Jefferson Academy purchases insurance from Jefferson County Public School's Risk Management office.