

**Archuleta School District 50 JT  
AND  
Pagosa Peak Open School  
Charter School Contract  
February 24, 2017**

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**CHARTER SCHOOL CONTRACT  
PAGOSA PEAK OPEN SCHOOL**

This Charter School Contract (“Contract”) is made and entered into this 24th day of February, 2017, by and between Archuleta School District 50 JT (the “District”) and Pagosa Peak Open School, a public charter school organized as a Colorado non-profit corporation (the “School”), individually referred to as “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 by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, on August 1, 2016, an application was submitted by the School’s founders for formation of the School as a charter school to operate within the District (the “Application”); and

WHEREAS, on November 14, 2016, the District Board of Education (“District Board”) adopted a Resolution (the “Resolution”) (attached hereto and incorporated by reference herein as **Attachment 1**) conditionally approving the School’s charter school application and granting the School a charter.

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 Contract is effective as of July 1, 2017, and shall continue through June 31, 2022. Although this Contract is for operation of the Charter School for a period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current 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 the state law and District Board approval of the renewal of the charter.

**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 will be limited to the operation of a public charter school pursuant to the Act.
- C. Governance. The School represents that it is and shall maintain its status as a non-profit 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 9**. 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 its ratification or adoption by 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. 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 4.7 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. The School also is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and is additionally subject to the Sunshine Law and the Open Records Act.

### **1.4 Pre-Opening.**

The School shall meet all of the Pre-Opening Conditions described in **Attachment 2** by the identified dates. Failure to timely fulfill any term of the Pre-Opening Conditions shall be

considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for District intervention, revocation of the charter, or termination of the Contract. The District may waive or modify the restrictions contained therein or may grant the School an additional planning year upon good cause shown.

## 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 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 criminal background checks have been conducted;
  - v. School operations, including health, safety and occupancy requirements;
  - vi. Inspection of the facility or facilities; and

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

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives, 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 State or other sources including but not limited to test scores, Every Student Succeeds Act (ESEA/ESSA) school improvement status, SPF, accreditation, special education, and funding information.
- E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School 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. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement, 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, 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.

## **2.2 School Rights and Responsibilities.**

- A. Records. The School agrees to comply with all federal, state, and District record keeping and reporting 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 School’s 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 reported online in accordance with the Financial Transparency Act and any other federal and state laws addressing financial transparency and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

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

B. Notification Provided to the District.

- i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
  - a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3; or
  - b. Any complaints filed against the School by any governmental agency including, but not limited to OCR, CCRD, and EEOC.
- 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, any crime related to the misappropriation of funds or theft, or any misdemeanor criminal offenses involving children. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7 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.
    - iii. School Board Meetings.
      - a. The School shall notify the District of the date, time, and location of each regular School Board meeting to which Colorado’s Open Meetings Laws apply at least five (5) business days prior to the meeting, and any special meetings to which Colorado’s Open Meetings Laws apply at least twenty-four (24) hours prior to the meeting.
- C. Compliance. The School shall comply with all 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 4.7. 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.
- D. Reports. The School shall provide to the District in a timely manner 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. Unique School Objectives. By November 1 each year, the School shall provide the District with a report identifying the progress that the School has made on each of its unique objectives included in Section 6.3 during the prior school year.
  - ii. The School shall annually provide required financial reports in addition to posting financial data on-line in accordance with C.R.S. §§ 22-44-301 *et seq.* (including budget) including:
    - a. Proposed budget - on or before March 15.
    - b. Projected enrollment – on or before March 1.
    - c. School budget approved by Charter Board – on or before June 1.
    - d. Quarterly Financial Reports – within 45 days of the close of the quarter.
    - e. Annual audit drafts due by October 1 and final copies on or before October 31.
    - f. End of year trial balance – October 1.

- iii. The School shall provide the school calendar for 2017-2018 on or before June 1. For future school years, the School shall provide the school calendar on or before March 1.
- iv. The School shall annually provide health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. by August 15.
- v. The School shall comply with the Colorado Safe Schools Act, C.R.S. § 22-32-109.1, and complete the required information annually by August 31. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.
- vi. The School shall annually provide governance information including:
  - a. Charter Board membership (names, contact, terms, etc.) – June 1.
  - b. Charter Board member conflict of interest disclosures – August 1.
  - 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.
- vii. The School shall annually provide insurance certification – June 1.

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 forgoing 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. 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 3.1 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. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
  - ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Contract or the law that is in dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the other party to take. The matter shall be immediately submitted to the President of the Board of the Charter School and the President of the District Board, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
  - iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within fifteen (15) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the Charter Board and the District Board for their consideration. The submission to the boards shall be made in writing to the other party and to the Presidents for delivery to the boards, no later than thirty (30) days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of each party are required to place the item on the agenda at the earliest meetings for discussion by their respective boards. The Presidents are required to inform each other in writing of the resolution proposed by their respective boards within ten (10) days after the board meeting at which the item is discussed. The Presidents may elect to meet to identify possible solutions.
  - iv. In the event that the matter is not resolved by the District Board and the Charter Board, then the matter shall be submitted to mediation by notice in writing to the other party within fifteen (15) days following the Board meetings. The fifteen (15) days shall be determined by the date of the last Board meeting at which the matter is discussed.
  - v. Any and all disputes which cannot be resolved informally shall be addressed by mediation to the extent not inconsistent with the requirements of state law. Mediation will be used as a catalyst between the

parties in an attempt to bring the parties together to eliminate obstacles to communication. The mediator will not decide what is “fair” or “right.”

- vi. If either party submits a notice of mediation, it shall at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.
- vii. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such effect.
- viii. In the event the dispute is not resolved at the mediation or within twenty (20) days after the mediation, the dispute shall be resolved through arbitration.
- ix. The arbitration will be held in Pagosa Springs, Colorado, before one arbitrator, administered by the American Arbitration Association under its Commercial Arbitration Rules. Colorado law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The decision issued by the arbitrator shall be final, binding and cannot be appealed. The arbitrator’s fees and cost shall be split equally between the parties.

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).

- 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 from a third-party provider at the School's sole cost and expense 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 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 Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in the following process:
- 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 Lead Administrator or his designee shall be given an opportunity to meet with the Superintendent 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 if the matter is subject to immediate appeal to 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 any individual, that significantly increases the number or percentages of votes required to take major actions, 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 Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy which shall require that members of the School Board and employees of the School shall comply with all Colorado statutes relating to conflicts of interest and ethical rules to the same extent such statutes apply to members of the District Board and employees of the District.

#### **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 final administrative appeal shall be heard by the Charter Board, not the District's Board.

### **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. The District encourages the School to adopt policies and procedures relating to the procurement and contracting of goods and services. The District may offer guidance on such policies and review contracts on a case by case basis as requested by the School.

### **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.

## **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 evaluation of the School Director shall be conducted in conformance with the replacement plan provided in **Attachment 6** regarding waiver of the requirements of C.R.S. § 22-9-106.
- B. Employee Evaluations. The evaluation of School employees shall be conducted in conformance with the replacement plan provided in Attachment 6 regarding waiver of the requirements of C.R.S. § 22-9-106.
- 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**

The District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School shall be solely responsible for providing transportation services, if any, to students attending the School other than special education students who require transportation as a related service. It is agreed that the District will provide any transportation that is required for special education students pursuant to paragraph 6.10.B below, and the School shall reimburse the District for the per pupil transportation costs associated with such transportation. It is understood and agreed that District transportation costs incurred during times of the year outside the District's academic calendar ("OFF-Calendar Transportation") will be higher than those incurred during times when the District's schools are in session pursuant to the District's academic calendar ("ON-Calendar Transportation"). On or before September 1 of each school year, the District will advise the School of the reimbursable per pupil transportation cost for both ON-Calendar Transportation and OFF-Calendar Transportation.

### **4.4 Food Service.**

The School is responsible for providing food services to all of its students including students who are eligible to receive free and reduced price meals. The School's food services will be provided in accordance with the School's Application and applicable federal and state law. Nothing in this section shall be construed to require the School to qualify as a School Food Authority under the National School Lunch Program.

### **4.5 Insurance.**

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

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

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

The School shall provide at least 60 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 of Colorado and that are rated by A.M. Best Company not lower than "A-VII". Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District. The School shall provide certificates of insurance to the District by June 1 annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, sent to the School and the District. The School shall notify the District 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. 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.

#### **4.6 Risk Management.**

The School shall promptly report any and all pending or threatened claims to the District and file timely notices of claim with its insurers. In the event that both the District and the School are named as defendants, respondents, or responsible parties as to any claim, demand, proceeding, lawsuit or cause of action (collectively, "claims"), the School shall cooperate fully with the District in the defense of any such claims and shall neither compromise, settle, negotiate nor otherwise affect any disposition of such claims, or any of them, without the District's prior written approval. The School shall comply with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the District's applicable insurance policies. Notwithstanding any other provisions herein, the School shall be solely responsible for its own attorney fees, if any, defense costs and cost of settlement or payment of claims.

#### **4.7 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, or statement, 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. The list in effect as of the Effective Date is attached in **Attachment 5**.

- 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 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. 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 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. Additional Waivers. The School shall be granted certain waivers from District policies set forth in **Attachment 7**.
- ii. Subsequent Waiver Requests. The School may request additional waivers. 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.

## **SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS**

### **5.1 School Grade Levels.**

The School may serve students in grade K-8.

### **5.2 Student Demographics.**

As required by the Colorado Charter Schools 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 8**.

### **5.3 Maximum and Minimum Enrollment, and Class Size.**

The School and the District agree that during the term of this Contract, the minimum total enrollment shall be fifty (50) students, and the School's total enrollment shall not exceed the capacity of the School's facility and site as required by applicable statute, law, guidance or regulation. Regardless of facility capacity, pursuant to C.R.S. § 22-30.5-109(7)(a), the parties agree to the following maximum enrollment requirements during the term of this Contract:

- Year one -- seventy-five (75) students;
- Year two -- ninety (90) students;
- Year three -- one-hundred and five (105) students;
- Year four -- one-hundred and twenty (120) students; and
- Year five -- one-hundred and thirty-five (135) students.

The maximum per grade enrollment shall be seventeen (17) students; provided, however, that the maximum enrollment for the incoming Fall 2017 kindergarten class shall be twenty (20) kindergarten students and such maximum enrollment of twenty (20) students shall follow the Fall 2017 kindergarten class as it advances in grade level. For every grade other than the incoming 2017 kindergarten class, including each kindergarten class after the Fall 2017 class, the maximum per grade enrollment of seventeen (17) students shall apply. The School may request deviation from the above per grade maximum enrollment by providing notice to the District, and the District, in its sole discretion, will determine whether to allow any deviation from the above per grade maximum enrollment. Recognizing that the School intends to combine some grade

levels into a single classroom for instruction, it is agreed that the maximum class size in any one classroom shall be thirty (30) students.

#### **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.**

Enrollment preferences, selection method, timeline, and procedures are described in Attachment 8.

#### **5.6 Admission Process and Procedures for Enrollment of Students with Disabilities.**

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") IEP or Section 504 Plan, if any.
- B. When an applicant has an IEP, a screening team consisting of the School Principal or designee, the School special education coordinator, and a San Juan BOCES representative shall review the IEP, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the services, space, and accommodation that can reasonably be made available at the School are sufficient to deliver the program required by the IEP. If the screening team deems it appropriate, the San Juan BOCES representative shall convene a complete IEP team to make the final determination.
- C. When an applicant has a Section 504 Plan, a screening team consisting of the School Principal or designee and the School Section 504 coordinator or Section 504 compliance officer shall review the Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the services, space, and accommodation that can reasonably be made available at the School are sufficient to deliver the program required by the Section 504 Plan. If the screening team determines there may be Section 504 Plan compliance issues, it shall involve a District representative to review the Section 504 Plan and make a final determination. As a general rule, it is expected that the School will be able to provide any and all accommodations and services necessary under Section 504.

- D. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.
- E. 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. 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 Charter Schools 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 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 Expulsion and Denial of Admission.**

The authority to hold expulsion hearings, wherein a student may be expelled from the School, shall remain with the Charter Board or a designee of that board, with alignment as appropriate to District policies, support and input prior to taking such action. The authority to hold expulsion hearings from the District as a whole shall remain with the District Board or its designee. Any decision to expel a School student by the District Board shall specify which District schools the student is expelled from attending and which schools, if any, the student may attend as an alternative. Any general education services required by law to be provided to suspended or expelled School students shall be the sole responsibility of the School to arrange and fund.

### **5.11 Continuing Enrollment.**

Pursuant to Colorado state law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or 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 vision set forth in the Application is accepted by the District.

### **6.2 Mission.**

The mission set forth in the Application is accepted by the District.

### **6.3 Goals, Objectives, and Pupil Performance Standards.**

The goals, objectives and pupil performance standards set forth in the Application are accepted by the District, and subject to the following requirements:

- 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 as set forth in District Policy LBD or any other policy, regulation, or guidance that may be adopted from time to time by the District Board. 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 laws governing incidents of school violence under C.R.S. § 24-10-106.3, 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 Application and this Contract.

#### **6.4 Educational Program Characteristics.**

The School shall implement and maintain the characteristics of its educational program described in the Application and in the clarification provided by the School and approved by the District pursuant to Resolution Condition #2 (Attachment 1) and the Pre-Opening Conditions (Attachment 2) applicable to Resolution Condition #2, subject to modification with the District's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. All Attachments referenced herein are incorporated herein by reference.

#### **6.5 GED and On-Line Programs.**

The School's educational program as contained in the application and currently operated and as reviewed by the District does not include an on-line program pursuant to C.R.S. §§ 22-33-104 *et*

*seq.*, or a GED and the School is accordingly prohibited from offering such online or GED programs.

## **6.6 Curriculum, Instructional Program and Pupil Performance Standards.**

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed 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.

## **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), C.R.S. § 22-32-115(1) and (2) and C.R.S. § 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 C.R.S. § 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 exiting English language learners.

## **6.10 Education of Students with Disabilities.**

- A. The School shall provide all special education support services to students at the School in coordination with San Juan BOCES, except that the School reserves the right to hire its own special education teacher(s) or contract with special education service providers subject to review of licensing, background check, and fingerprinting by the District and/or BOCES. The School shall staff its special education personnel applying the same staffing formula used within other District schools, and shall ensure that special education services at the School shall be commensurate with those provided at other District schools. The School shall assign other special education support staff as necessary to meet student needs.

- B. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are not eligible for transportation services unless transportation is listed as a related service in the student's IEP. Should transportation be required for a student with disabilities, it shall be the responsibility of the District. Should the District provide transportation services for students with disabilities, the School shall reimburse the District for the costs of such transportation, in accordance with section 4.3 above.
- C. The School agrees to comply with all Board policies (unless waived) and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and 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 San Juan BOCES disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the San Juan BOCES's position shall control.
- D. The School shall follow the directives of the San Juan BOCES as to the development and/or modification of any IEP for special education students of the School. The San Juan BOCES Director of Special Education or designee shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use San Juan BOCES special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process.
- E. The School's special education teachers are required to participate in any staff meetings and in-service trainings sponsored by the San Juan BOCES to the same extent that District special education teachers participate in such meetings, and newly hired special education teachers shall attend San Juan BOCES orientation sessions during the fall semester following their employment if and to the extent available.
- F. The School or representatives from San Juan BOCES may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the San Juan BOCES shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- G. Should the School identify compliance issues regarding Section 504 Plans or compliance with Section 504 generally, it shall notify the District, and the District shall have the right to require any changes necessary to comply with the law. The District shall retain ultimate decision-making authority regarding compliance with Section 504.
- H. 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.

- I. Any special education services that are provided through the San Juan BOCES shall be provided directly by representatives of the San Juan BOCES and not employees of the District, but the School shall not have an independent contractual relationship with San Juan BOCES. Any special education services provided through the San Juan BOCES will be provided pursuant to the contractual relationship between the District and San Juan BOCES.
- J. The School shall be responsible for the costs of employing special education teachers, paraprofessionals, and assistants. Additionally, the School shall annually contribute its proportionate share of funds for the San Juan BOCES based on the School's share of District-wide per pupil total enrollment as of the annual pupil count date and such payment shall be made to the District on or before January 1 of each year. For the 2017-18 school year, "proportionate share" shall mean the total amount billed by the San Juan BOCES to the District during the 2017-18 fiscal year for the San Juan BOCES services, divided by the total number of students enrolled in both the District and the School as of the 2017-18 school year October count, multiplied by the number of students enrolled in the School as of the 2017-18 school year October count. For the 2018-19 school year and each school year thereafter, "proportionate share" shall mean the total amount billed by the San Juan BOCES to the District during the then current fiscal year for the San Juan BOCES services, divided by the total number of students enrolled in both the District and the School as of the previous school year's October count, multiplied by the number of students enrolled in the School as of the previous school year's October count.
- K. To the extent the School requires special education services that are not available to be provided directly by representatives of the San Juan BOCES, the School shall either hire its own special education service provider to provide such services or contract with a special education services provider for such services, and the School shall be responsible for the costs of such services.
- L. Funding for special education services and the School's program for providing special education services shall be subject to annual negotiation between the parties should either party request such negotiation by June 1 of each year.

#### **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 of charter-enrolled students 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.

### **SECTION SEVEN: FINANCIAL MATTERS**

#### **7.1 Revenues.**

- A. Funding. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. § 22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide one hundred (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: 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, less deductions for purchased services as agreed to in writing by both parties, less 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. The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap referenced above.
- B. Bond and Mill Levy Funds.

- i. Bond Issues. Pursuant to C.R.S. § 22-30.5-404, the District shall allow for representation of the School 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 the School of the committee's meeting schedule. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite the 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 the District determines not to include the capital construction needs of the School, the School may request that the District 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. The District retains sole authority to determine whether to include the capital construction needs of the School in any ballot question for voters regarding bonded indebtedness. Unless the School's capital construction needs are included in a ballot question for bonded indebtedness, the School shall not be entitled to any bond funding received by the District, unless expressly permitted by the District.
  
- 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 School to have at least one representative on the District's planning committee. The District must notify the School of the planning committee's meeting schedule. The District shall invite the School 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. Unless the School's funding needs are included in a ballot question for a Mill Levy Override, the School shall not be entitled to any Mill Levy Override funds, unless expressly permitted by the District. If the School's funding needs are included in a ballot question for Mill Levy Override or if the District expressly permits the School to receive Mill Levy Override funds, then the District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. Proportionate share refers to FTE students; i.e., the District's total revenue increase resulting directly from the passage of the Mill Levy Override ballot issue, divided by the total number of FTE Students enrolled in both the District and the School as of the then-current school year October count, multiplied by the number of FTE Students enrolled in the School as of the current school year October count. If the School is to receive Mill Levy Override funds, the School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School on the same schedule that they are made available to other District schools. The additional local revenues that the School receives as a result of inclusion in a district ballot question are in addition to, and do not replace, the moneys the School

receives from the District pursuant to C.R.S. § 22-30.5.112 to § 22-30.5-112.3.

- C. Federal Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act (ESEA ) funding (e.g. Title I, Title II , Title III , Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Department as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation. The District shall provide to the School its proportionate share of applicable federal Elementary and Secondary Education Act funding as described above within ten (10) business days of receipt of such funds by the District.
- D. State Categorical Aid. The District shall provide to the School the School's proportionate share of applicable state categorical aid (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) received by the District for which the School is eligible (including but limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required or evidence of students enrolled in the School that are eligible for such funds. The District shall provide the School's proportionate share of applicable state categorical aid as described above within ten (10) business days of receipt of such aid by the District.
- E. Other Funds. The District shall distribute to the School on a per-pupil basis any state or federal money that is not otherwise addressed in this Section and that the District receives based on a per pupil calculation if the calculation includes pupils enrolled in the School pursuant to C.R.S. § 22-30.5-112(3)(a)(IV).

## **7.2 Disbursement of Per Pupil Revenue.**

- A. 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 monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding shall be based on the School's enrollment projections submitted in accordance with Section 7.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 7.2.B. Funds shall be disbursed within ten (10) business days of being received by the District.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: Within ten (10) business days of the District being notified by the Colorado Department of Education of any adjustment to funding, funding shall be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the

District and not otherwise deducted. Funding may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding. Any further adjustments to funding so that funding is equal to the PPR provided for in this Contract shall be made by direct payment to the School or the District. Any adjustment for an increase in funding from July 1 through the date of payment shall be paid to the School as a lump sum payment.

### **7.3 Budget.**

On or before March 15 of each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. 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 considered at that time. The budget shall be prepared in accordance with C.R.S. § 22-30.5-111.7(1)(a) and C.R.S. § 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. 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 2.2.H.

### **7.4 Enrollment Projections.**

Beginning with its second year of operation, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official membership for the current school year. 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 7.2 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 shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will establish a TABOR Reserve account 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. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board.

#### **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. A draft of the results of the audit shall be provided to the District in written form by October 1 of each year. The School shall pay for the audit. The final audit shall be provided to the District on or before October 31. If, for causes within the School's control, the audit is not provided to the District by October 1 and October 31 of each year as outlined above, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by October 31 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 CDE 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(l)(b), and post required reports pursuant to C.R.S. § 22-44-301 *et seq.* Such reports shall be submitted to the District no later than forty-five (45) days following the end of each quarter except that all fourth quarter and year end reports shall be submitted with the annual independent financial audit.

#### **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.

### **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 discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School.

- i. Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by State and federal applicable laws, rules and regulations, including but not limited to C.R.S. § 22-30.5-110.5 and C.R.S. § 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.

## **SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT**

### **9.1 Direct Costs.**

The School and the District agree to negotiate payment to the District of the School's share of any direct costs incurred by the District for the School pursuant to C.R.S. § 22-30.5-112(2)(b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply. If the School and the District do not reach an agreement regarding the payment of direct costs prior to the end of a fiscal year, the District may withhold an amount equal to the total amount of direct costs incurred in the prior year until such an agreement is reached. The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder with the itemized accounting provided pursuant to Section 7.1.A above.

### **9.2 District Services.**

The School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. In the event the District agrees to provide any service to the School, such agreement shall be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements shall be finalized by June 15 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

## **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 five (5) days of closing, refinancing or leasing. The School has or shall comply with C.R.S. § 22-32-124, and shall obtain all 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 leases or owns other property, they will be fully responsible for that property.

### **10.2 Use of District Facilities.**

The School may not use District facilities for activities and events without prior written consent from the District.

### **10.3 Long-Range Facility Needs.**

Beginning in 2017 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.

## **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 should 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.

### **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, including C.R.S. § 22-30.5-110(3), as they exist now or may be amended or for any material breach of this Contract. Grounds for termination, revocation, or denial 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 content of which are described in Section 2.2.I (i). 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.I) for breach.

#### **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, 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.

### **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 the charter 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 are superseded 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 Lead 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 Disclaimer of Liability.**

The District shall not be responsible for any of the School's debts or liabilities.

### **12.11 Interpretation.**

- A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the 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 or electronically by either of the parties shall have the same effect as original signatures.
- D. Conflict with Attachments. 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.

D. Conflict with Attachments. 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.

E. The term "Contract" shall be interpreted to include all Attachments to the Contract.

**12.12 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.

WHEREOF, the Parties have caused their duly authorized representatives to execute this Contract as of the date first above written.

PAGOSA PEAK OPEN SCHOOL

By: *Ursula Hudson*  
Ursula Hudson  
Board President

ARCHULETA SCHOOL DISTRICT 50 JT

By: *Linda Reed*  
Dr. Linda Reed, Superintendent  
on behalf of the School Board

# ATTACHMENT 1: DISTRICT BOARD RESOLUTION APPROVING THE SCHOOL APPLICATION

## Resolution of the Board of Education of Archuleta School District 50 JT

**WHEREAS**, Archuleta School District 50 JT (the “District”) received a charter school application (the “Application”) on July 30, 2016, from the Pagosa Charter School Initiative (the “Applicant”) for Pagosa Peak Open School (the “Charter School”); and

**WHEREAS**, upon receiving the Application and appendices on August 1, 2016, the District Accountability Committee (“DAC”) was notified on August 3, 2016, of the availability of the Application for review, on September 12, 2016, the DAC met to review the Application, on September 19, 2016, the DAC met with the Charter School Board of Directors, on September 26 and October 10, 2016, the DAC met with the Board of Education of the District (the “Board”) to review and assess the Application, on October 24, 2016, a public meeting was held to receive comments on the Application, on November 2, 2016, the DAC and Board conducted a work session to review and assess the application, and on November 8, 2016, the DAC presented their recommendation regarding the Application to the Board at a work session and regular Board meeting; and

**WHEREAS**, the Board has considered the Application, information provided by the DAC, information provided by the Applicant, and following reasonable public notice, hereby resolves that the Application is approved with conditions, and such conditional approval is in the best interest of the pupils, the District, and the community; and

**WHEREAS**, the Application is approved for negotiation of a charter contract (the “Contract”) consistent with the Application and that includes satisfaction, in the sole discretion of the District, of the following four (4) conditions:

1. **Budget & Finance:** The Applicant will increase its estimated total revenue the first year in its six-year budget by \$175,000 through inclusion of additional grants and/or contributions. The reason for this condition is to ensure that there is a complete, realistic, and viable start-up and five-year budget that aligns with the educational and organizational needs of the Charter School. The District, as the authorizing District, has an interest in ensuring that the Charter School will be able to sufficiently meet the educational needs of students that will attend the Charter School. The District also has an interest in ensuring the financial viability of the Charter School to protect the pupil’s, District’s and community’s interests. The \$175,000 increase in estimated total revenue is based on a comparison of the total revenue of a similarly situated charter school located within the Salida School District R-32 (a comparison presented by the Applicant), and a comparison of total per pupil revenue for similarly situated school districts, *i.e.*, those districts with 60-90 students. These comparisons provide substantial and compelling evidence of the actual total revenue needed for the Charter School to deliver the educational program and ancillary services described in the Application. The increase of \$175,000 is a modest increase that will still place the Charter School with total revenues near, but below, the total revenues for the comparison school/districts.
2. **Educational Program & Standards:** The Applicant will clarify its educational model that is actually a combination of three different learning models: (1) Project-Based Learning (“PBL”); (2) Place-Based Education; and (3) Experiential Learning. While each of these models has a basis in research, no research has been presented to justify the use of all three models together in a single educational program. Accordingly, the Applicant will clarify how these three distinct

models will be interwoven and how each will be implemented to cover all of the curricular elements: English Language Arts, Writing Literacy, Handwriting, Mathematics, Science, and Social Studies. The Applicant will describe how each of these three distinct models will be implemented in each curricular element by providing: specific examples of how the models will be implemented in the classroom; the scope and sequence for a single project (both short and long term projects) for each grade level; advisor lesson plans; the role of assistant advisors and volunteers; and how intervention situations are handled. The Applicant will provide more clear evidence and examples of PBL in the classroom to include example teacher/advisor presentations and videos of PBL in action. The Applicant will modify the professional development plan to require that all advisors and the school director take Buck Institute for Education (“BIE”) PBL training including PBL 101 or PBL 201 before the start of the first year of operation, take follow-up training before the start of the second year of operation, and develop a plan to sustain support visits from BIE for subsequent years of operation. Finally, the Applicant will modify the required minimum qualifications of staff to include the requirement that the school director have at least two (2) years of experience either as a PBL teacher or administrator, or that at least fifty (50) percent of advisors have at least one year of experience as a PBL teacher or administrator. The reason for this condition is that the Board finds that the Application does not sufficiently describe an organized and cohesive educational program/curricular design demonstrating that it will meet the needs of the students and that is aligned across grade levels.

3. Governance: The Applicant will require that the Board of Directors of the Charter School have at least five (5) members to include at least one member with a background and expertise in education and at least one member with a background and expertise in finance. The reason for imposing this condition is to ensure that the Charter School has a Board of Directors that is sufficient in number and expertise to provide sound and effective leadership.
4. Employees: The Applicant will require that the school director’s qualifications include a “minimum of 5 years of experience as a classroom/school administrator combined with understanding of educational theories, principles and techniques.” The Applicant will require that at least one advisor be a Colorado-licensed teacher. The reason for imposing these conditions is to increase the potential for high quality leadership and instruction at the Charter School while also maintaining flexibility regarding the qualifications for other administrators and advisors.

**WHEREAS**, failure to satisfy any of the above conditions, which are material to the approval of the charter, constitutes grounds for revocation of the conditional approval because the conditions are necessary for the Charter School to be in the best interest of pupils, the District, and the community; and

**WHEREAS**, the Applicant and the District shall develop and submit to the Board for approval a Contract consistent with the Application, the foregoing conditions, and state and federal law; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves the Application with conditions pursuant to the terms of this Resolution.

## ATTACHMENT 2: PRE-OPENING CONDITIONS

TASK	DUE DATE	STATUS/NOTES	COMPLETE
<b>Establishment of School:</b>			
Provide the proposed location of the School; identify any repairs/ renovations that need to be completed by school opening, the cost of these repairs, the source of funding for the repairs, and a timeline for completion.	March 1, 2017		
Written, signed copy of facility lease, purchase agreement and/or other facility agreements for primary and ancillary facilities as are necessary for School to operate for one year or more.	April 1, 2017		
Provide evidence that the School's facility complies with C.R.S. § 22-32-124 and that the School has obtained all use permits or certificates of occupancy necessary for the facility to be used and occupied as a school.	April 1, 2017		
Provide evidence that students representing 50% of the projected fall membership have enrolled, including name, address, grade and prior school attended.	April 1, 2017		
Provide evidence that at least fifty (50) students have enrolled, including name, address, grade and prior school attended.	June 1, 2017		
<b>Resolution Condition #2:</b> Provide written clarification of the educational model that includes all details and information requested in Resolution Condition #2 ( <i>see</i> Attachment 1 to the Contract). The District must approve the written clarification of the educational model before this Pre-Opening Condition is deemed to be satisfied.	June 1, 2017		
Document that the School is of sufficient size and with a sufficient number of classrooms to serve the projected enrollment.	July 1, 2017		
Copy of certificate of occupancy.	August 1, 2017		
Safety and Emergency Plan, including emergency contact information for the School Principal and other members of the management team and the School's emergency closure procedures.	August 1, 2017		
<b>School Governance:</b>			
Schedule of Board Meetings (including date, time, and location for the 2017-2018 school year).	June 1, 2017		
Board-approved Bylaws including satisfactory conflict-of-interest policy.	June 1, 2017		
Provide an updated school calendar approved by the Board of Directors for the first year of the	June 1, 2017		

School's operation.			
Copy of the school's policies and procedures specifying the school's plan for compliance with state and federal requirements for identifying, evaluating, and providing services to students with disabilities, English Language Learners, and Gifted and Talented students.	August 1, 2017		
<b>Resolution Condition #3:</b> Provide evidence that the School's board is composed of at least five (5) board members, and that at least one member has background and expertise in education and at least one member has background and expertise in finance. This will entail providing a board roster with contact information for all board members, identification of officers, a conflict of interest disclosure and assurance signed by each, the resume of each, and affirmation of a criminal background check and child abuse registry check for each board member.	June 1, 2017		
<b>Staff:</b>			
<b>Resolution Condition #4:</b> Hire a School Director whose qualifications must include a minimum of 5 years of experience as a classroom/school administrator with an understanding of educational theories, principles, and techniques.	April 1, 2017		
<b>Resolution Condition #4:</b> Provide written documentation verifying school personnel are Highly Qualified, or its equivalent, where required. At least one adviser employed by the School at the time of opening must be a Colorado-licensed teacher.	July 1, 2017		
<b>Resolution Condition #2:</b> Provide evidence that the School Director has at least two years of experience with Project Based Learning as a teacher or administrator OR provide evidence that fifty percent (50%) of advisors employed by the school have at least one (1) year of experience with Project Based Learning as a teacher or administrator.	July 1, 2017		
<b>Resolution Condition #2:</b> Provide evidence that the School Director and all advisors will complete Buck Institute for Education training, including at least PBL 101 and PBL 201, before the start of the first year of school. Submit a plan that includes BIE training prior to the start of the second year of school, and for follow-up training and support visits from BIE after this time.	July 1, 2017		
Written documentation that the School has completed criminal background checks on all school staff and volunteers that come into direct	August 15, 2017		

contact with the School's students.			
Copy of Employee Handbook, including at a minimum expectations for employee performance and behavior, compensation and benefit information, emergency response information, pay rates and/or salary scale(s), annual calendar, hours and length of employment, supervisory obligations, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements.	August 1, 2017		
Evidence that special education staff, with appropriate certification/qualification, is hired to provide special education services, &/or evidence that appropriate arrangements have been made for contracted services.	August 15, 2017		
Provide evidence that the Principal has completed training on child abuse and neglect reporting or has comparable experience.	August 15, 2017		
<b>Budget, Finance &amp; Operations:</b>			
Submit the names of 1) individual(s) authorized to expend School funds and issue checks; and 2) individual(s) responsible for review and monitoring of monthly budget reports.	June 1, 2017		
A detailed plan regarding the collection and storing of academic, attendance, and discipline records. Such records should be compliant with the Family Educational Rights and Privacy Act (FERPA) and any other relevant state and federal laws and regulations.	June 1, 2017		
Provide a written rationale and replacement plan for each District policy that is being waived.	July 1, 2017		
Provide a copy of an updated budget for the school year, including monthly cash flow projections and detailed assumptions for ALL revenues and expenditures, with evidence that it has been approved by the Board of Directors.	June 30, 2017		
Provide proof of insurance as set forth in the Contract.	August 1, 2017		
<p><b>Resolution Condition #1:</b> Provide evidence of compliance with Resolution Condition #1, subject to the following modifications:</p> <ul style="list-style-type: none"> <li>The School will only be required to provide proof that for the School's first-year budget the School has secured an additional \$75,000 wherein at least \$50,000 of that amount will be in cash grants, donations or contributions, and a maximum of \$25,000 may be in the form of in-kind grants, donations or contributions.</li> </ul>	July 1, 2017		

<ul style="list-style-type: none"> <li>• The School shall provide an updated budget with rationale demonstrating the sufficiency of the School’s budget.</li> <li>• The District shall draft and submit to the School a Memorandum of Understanding for the parties to sign that provides that (1) for the School’s year two budget, the School will exercise best efforts to secure an additional \$50,000 wherein at least \$25,000 of that amount will be in cash grants, donations or contributions, and a maximum of \$25,000 may be in the form of in-kind grants, donations or contributions, and (2) for the School’s year three budget, the School will exercise best efforts to secure an additional \$50,000 wherein at least \$25,000 of that amount will be in cash grants, donations or contributions, and a maximum of \$25,000 may be in the form of in-kind grants, donations or contributions.</li> </ul>			
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## ATTACHMENT 3: SELECTED LAWS APPLICABLE TO CHARTER SCHOOLS

### **Governance, Records, and Charter Schools**

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

### **Safety and Discipline**

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

### **Educational Accountability**

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

### **Curriculum, Instruction, and Extra-Curricular Activities**

20. Instruction in federal and state history and government: C.R.S. § 22-1-104
21. Honor and use of the U.S. Flag: C.R.S. § 22-1-106
22. Instruction in the Constitution: C.R.S. §§ 22-1-108, 109
23. Instruction in the effects of use of alcohol and controlled substances: C.R.S. § 22-1-110
24. On-line programs: C.R.S. § 22-33-104.6
25. Participation in sports and extra-curricular activities: C.R.S. § 22-32-116.5
26. Content standards: C.R.S. § 22-7-407
27. Concurrent Enrollment Programs Act: C.R.S. §§ 22-35-101 *et seq.*

### **Exceptional Students**

28. Discipline of students with disabilities: 20 U.S.C. § 1415(k), 34 C.F.R. § 519-529
29. Exceptional Children's Educational Act: C.R.S. §§ 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: C.R.S. §§ 22-24-101 *et seq.*

### **Finance**

34. School Funding Formula: C.R.S. § 22-54-104(3)
35. Funded pupil enrollment: C.R.S. § 22-54-103(10)
36. Tuition: C.R.S. § 22-20-109(5), C.R.S. § 22-32-115(1) and (2), C.R.S. § 22-54-109
37. Fees: C.R.S. § 22-32-110(1)(o) and (p), C.R.S. § 22-32-117
38. Allocation of funds to a capital reserve fund: C.R.S. § 22-54-105(2)(b)
39. Expenditures from a capital reserve fund: C.R.S. § 22-45-103, C.R.S. § 24-10-115, Article 13 of title 29
40. Allocation of funds for instructional supplies and materials: C.R.S. § 22-54-105(I)
41. Allocation of funds for at-risk students: C.R.S. § 22-54-105

42. Colorado Department of Education Financial Policies and Procedures
43. Excess tuition charges for out-of-District special education students: C.R.S. § 22-20-109(5)
44. Participation in PERA : C.R.S. § 22-30.5-512 and C.R.S. § 22-30.5-111(3)
45. Financial Transparency Act: C.R.S. §§ 22-44-301 *et seq.*

**ATTACHMENT 4: CONFLICT OF INTEREST FORM**

**Pagosa Peak Open School  
Board Member Certification Form**

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

**Background**

- 1. Full legal name:
  
- 2. I affirm that I am at least 18 years of age by the date of appointment to the ABC School Board.  
 Yes, I affirm.
  
- 3. Indicate whether you have ever been convicted or pled “no contest” of one or more of the following:
  - a. a misdemeanor related to honesty or trustworthiness,
  - b. a felony, or
  - c. any criminal offense involving children.  
 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.

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- 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

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**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

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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 including any EMPs retained by the School to provide services. 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

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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 or another charter school which retains the services of the same EMP are conflicts for certain issues that should be disclosed.]

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

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**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
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**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
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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
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**Other**

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

- I affirm

I, \_\_\_\_\_, certify to the best of my knowledge and ability that the information I am providing to the District in regard to my application to serve as a member of the board of directors of the Pagosa Peak Open School is true and correct in every respect.

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Signature

Date

**ATTACHMENT 5: AUTOMATIC WAIVERS OF STATE LAWS**

<b>Automatic Waiver List as of 1/1/15</b>	
<b>State Statute Citation</b>	<b>Description</b>
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)(n)(II)(A), C.R.S.	Determine teacher-pupil contact hours
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)	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

## ATTACHMENT 6: ADDITIONAL REQUESTS FOR WAIVER OF STATE LAWS AND/OR REGULATIONS

### Non-Automatic Waivers from Colorado Statutes

C.R.S. § 22-63-103 (10)  
C.R.S. § 22-63-201  
C.R.S. § 22-63-202  
C.R.S. § 22-63-203  
C.R.S. § 22-63-204  
C.R.S. § 22-63-206  
C.R.S. § 22-32-109(1)(n)(l)  
C.R.S. § 22-32-109(1)(n)(II)(B)  
C.R.S. § 22-32-109(1)(cc)  
C.R.S. § 22-32-113  
C.R.S. § 22-33-106  
C.R.S. § 22-9-106

### **C.R.S. § 22-9-106 Local Board Duties Concerning Performance Evaluations**

### **C.R.S. § 22-2-112(1)(q)(I) Commissioner Duties – Reporting Performance Evaluations**

**Rationale:** In order for the School to function according to its unique needs and design, the School Director and Board of Directors must develop and adopt their own system of evaluation.

**Replacement Plan:** PPOS will provide a yearly evaluation for all staff. Teachers will be held accountable to the School Director. The evaluation system will be further developed and submitted to the District prior to commencing school operations. The PPOS School Director must have the ability to perform the evaluation of all personnel. Should the School Director not have a Type D certificate, this should not preclude him or her from administering the evaluations. The School Director has the authority to identify, prepare, and designate school-based evaluators to conduct staff evaluations. School Director designated evaluators of professional staff members may or may not possess an administrative certificate issued by CDE. All evaluators will receive CDE approved training in evaluation skills by the school's director. Evaluation instruments for all non-licensed evaluators who evaluate school staff including professional educators shall indicate on the evaluation whether or not the evaluator possesses an administrative certificate. The Board of Directors or a board appointed committee, shall review all evaluations conducted by non-licensed administrators when necessary and shall discuss with them procedure and form. The school's director shall receive an annual evaluation by the Board of Directors or committee designee. All Advisors will receive at least one formal evaluation each year and/or be evaluated multiple times in each of the rubric indicators within a given year.

**Duration of the Waivers:** PPOS requests that the waiver be for the duration of its Charter.

**Financial Impact:** None to either the District or PPOS.

**How the Impact of the Waivers will be evaluated:** The impact will be measured by the same performance criteria and assessments that apply to PPOS as set forth in this application.

**Expected Outcome:** With this waiver, PPOS will be able to implement its program and evaluate its teachers /Advisors in a manner that produces a greater accountability to the school. This will benefit staff members as well as students and the community.

### **C.R.S. § 22-63-201 – Requirement to Hold a Certificate**

**Rationale:** PPOS will be solely responsible for selecting, supervising, disciplining, terminating, and determining compensation for its employees. Selection of personnel is subject to compliance with all federal and state rules and regulations including regulations of "Highly Qualified" staff as defined in NCLB and ESSA.

**Replacement Plan:** PPOS may, where possible, hire certified teachers and school directors. However, it may be beneficial for PPOS to be able to hire teachers, directors and administration without a certificate and who possess unique backgrounds and/or skills or fill a need for the school.

**Duration of the Waivers:** PPOS requests that the waiver be for the duration of its Charter.

**Financial Impact:** None to either the District or PPOS.

**How the Impact of the Waiver will be evaluated:** The impact of these waivers will be measured by the evaluation system set forth in this application.

**Expected Outcome:** As a result of these waivers, PPOS will be able to employ professional staff possessing unique skills, and/or backgrounds, or filling needed positions.

**C.R.S. § 22-63-202 – Contracts in Writing, Damages Provision**

**C.R.S. § 22-63-203 – Requirements for Probationary Teacher, renewal and non-renewal**

**C.R.S. § 22-63-206 – Transfer of Teachers**

**Rationale:** The Charter Schools Act allows a charter school to be responsible for its own personnel matters.

**Replacement Plan:** PPOS is an at will employer. PPOS will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. PPOS does not intend to participate in teacher transfers with other district schools. District teachers who are qualified for a vacant position at the school will have an opportunity to apply for the position, and, if hired, will be compensated with a salary corresponding to the position and the years of service.

**Duration of the Waivers:** PPOS requests that the waiver be for the duration of its Charter.

**Financial Impact:** None on either the District or PPOS.

**How the Impact of the Waiver will be evaluated:** The impact of these waivers will be measured by the performance criteria and assessments that apply to PPOS as set forth in this application.

**Expected Outcome:** PPOS expects that as a result of this waiver it will be able to manage its own personnel affairs.

**C.R.S. § 22-32-109(1)(n)(I) – Local Board Duties Concerning School Calendar**

**C.R.S. § 22-32-109(1)(n)(II)(B) – Adopt District Calendar**

**Rationale:** The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.

**Replacement Plan:** The final calendar and school day of PPOS will be designed after approval of the Charter and hiring of the School Director. The School has the authority to determine its own annual calendar and daily schedule, provided it meets or exceeds minimum statutory requirements. PPOS has the authority to determine the number of professional development days, days off, and late starts/early release days. In accordance with the innovation plan, the school's director shall determine, prior to the end of a school year, the length of time the school will be in session during the next school year. The actual hours of teacher-pupil instruction and teacher-pupil contact shall meet or exceed the minimum hours set by the district and state for public instruction. Input from parents/guardians and teachers will be sought prior to scheduling in-service programs and other non-student contact days. All calendars shall include planned work dates for required staff in service programs. Any change in the calendar except for emergency closings or other unforeseen circumstances shall be preceded by adequate and timely notice of no less than 30 days. A copy of the upcoming school-year calendar and school day schedule shall be provided to all parents/guardians of students who are currently enrolled. The approved upcoming school year calendar and school day hours will be placed on the school's website prior to May 1 of the prior academic year and a copy shall be provided to the school's Instructional Superintendent.

**Duration of the Waivers:** PPOS requests that the waiver be for the duration of its Charter.

**Financial Impact:** None on the budget of either the District or PPOS.

**How the Impact of the Waivers will be evaluated:** The impact of the waivers will be measured by the same performance criteria and assessments that apply to PPOS as set forth in the application.

**Expected Outcome:** As a result of this waiver, PPOS will be able to operate with a longer school year and under its own schedule, which is vital to the success of its program.

#### **C.R.S. § 22-63-204 - Receiving moneys from the sale of goods.**

**Rationale:** Because PPOS has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. PPOS staff needs to be allowed to accept pay for sale of goods to accomplish educational objectives.

**Replacement Plan:** The PPOS Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives. The School will establish an account to manage receipt of locally raised money and will have autonomy in making deposits in and withdrawals from the account when such actions are taken to further the academic achievement of students at the school. The school will account for all moneys that it receives directly and will report to the PPOS board by providing quarterly trial balances to their designated budget partner.

**Duration of the Waivers:** PPOS requests that the waiver be for the duration of its Charter.

**Financial Impact:** None on either the District or PPOS.

**How the Impact of the Waivers will be evaluated:** The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the application.

**Expected Outcome:** As a result of the waiver, the PPOS Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

#### **C.R.S. § 22-63-103 (10) - Teacher Employment, Compensation, and Dismissal – Definitions – Substitute**

**Rationale:** Developing and maintaining a qualified pool of substitute teachers can be challenging for a Project-based charter school since the expectations vary from those of traditional public schools.

**Replacement Plan:** The School Director shall have the authority to select part-time and substitute teachers/Advisors.

**Duration of the Waiver:** PPOS requests that the waiver be for the duration of its Charter.

**Financial Impact:** None on either the District or PPOS.

**How the Impact of the Waivers will be evaluated:** The impact of the waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in this application.

**Expected Outcome:** As a result of this waiver, the School will be able to employ part-time and substitute teachers possessing unique skills and/or background necessary for the smooth operation of the school.

#### **C.R.S. §22-33-106 - Grounds for suspension, expulsion and denial of admission**

#### **C.R.S. §22-32-109(1)(cc) - Adopt dress code policy**

**Rationale:** Pursuant to the Charter Schools Act the School must have the authority to determine its own policies, rules, and regulations regarding student behavior and discipline.

**Replacement Plan:** The PPOS Board will adopt policies and the School Director will prescribe rules and regulations for operation of student behavior and discipline, attire, and grounds for suspension, expulsion and denial of admission that are in alignment with the intent of state statute.

**Duration of the Waiver:** PPOS requests that the waiver be for the duration of its Charter.

**Financial Impact:** None on either the District or PPOS.

**How the Impact of the Waivers will be evaluated:** The impact of the waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in this Charter School Proposal.

**Expected Outcome:** As a result of this waiver, the School will be able to develop a discipline policy aligned to the core values of the mission and vision of the Pagosa Peak Open School.

#### **C.R.S. §22-32-113 - Transportation of Pupils**

**Rationale:** With a low student count and a vast rural population, The Pagosa Peak Open School can afford a very minimal transportation inventory, which would cause some students to spend multiple hours each school day commuting to and from school on a bus. This practice conflicts with the PPOS mission of healthy environmental living.

**Replacement Plan:** Parents shall be responsible for the transportation of their students to and from school each day. The Parents Committee of PPOS will be in charge of organizing parent car-pool partnerships as well as fundraise to help offset public transportation costs to students and their families. PPOS shall request of Mountain Express Public Transit to add the school location to their daily routes.

**Duration of the Waiver:** PPOS requests that the waiver be for the duration of its Charter.

**Financial Impact:** None on either the District or PPOS.

**How the Impact of the Waivers will be evaluated:** The impact of the waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in this application

**Expected Outcome:** As a result of this waiver, the school will be able to use scarce school funds in a more effective manner while cultivating a deeper school culture that extends outside of the classroom Pagosa Peak Open School reserves the right to identify, during its implementation period, those Colorado Revised Statutes which are impediments to effective operation and to request waivers of those statutes, as specified in C.R.S. § 22-2-117 and 22-30.5-104 (6) and 22-30.5-105(3).

## ATTACHMENT 7: ADDITIONAL WAIVERS OF DISTRICT POLICIES

Listed below are the waivers requested from Archuleta 50 JT School District. In some instances waivers are requested not because of any substantive disagreement with the scope, intent or language of a policy, but rather because the subject policy specifies that the District School Board, the Superintendent or a school principal bears responsibility for performing a particular action or function; where in the Pagosa Peak Open School (PPOS) model for governance/administration, these functions would be performed by the PPOS Board of Directors and/or the School Director.

**Rationale:** Charter schools have unique status and are expected to be innovative in educational reform. In order for the Pagosa Peak Open School to be successful and operate in a manner consistent with its Mission and Vision as outlined in this charter application, it must be able to operate beyond certain policy limits of traditional educational approaches.

**Replacement Policies:** Replacement policies will be developed to be consistent with the philosophies of the Pagosa Peak Open School prior to the start of operations.

**Duration of ASD Policy Waivers:** All of the following waivers are requested for the duration of the Charter.

**Financial Impact:** PPOS anticipates no financial impact of these waivers to either the District or the School.

**How the Impact of the Waivers will be evaluated:** The impact will be measured by the same performance criteria and assessments that apply to PPOS as set forth in this application.

**Expected Outcome:** As a result of these waivers, PPOS will be able to implement its program in a manner consistent with its Educational Philosophy and the Mission of the School.

### B. Governance

*Waivers are hereby requested for the following policies:*

BBA School Board Powers and Responsibilities  
BAA Board Self-evaluation  
BBAA Board Member Authority and Responsibilities  
BBBA Board Member Qualifications  
BBBC/BBBD Board Member Resignation/Removal from Office  
BBBG Board Elections  
BC School Board Member Conduct  
BDFA\*District Personnel Performance Evaluation Council  
BDFB \*Career and Technical Advisory Council  
BDFD \*District Safe and Drug-Free Schools Advisory Council  
BE School Board Meetings  
BEDF Voting Method  
BEDH Public Participation at School Board Meetings  
BEDH-E Public Participation at School Board Meetings  
BEDH-R Public Participation at School Board Meetings  
BGA Policy Implementation

In order for the School to function according to its unique needs and design, the School Director and Board of Directors of PPOS must develop and adopt their own policies and systems of evaluation. PPOS will develop a Board Member Agreement that does not coincide with any Archuleta 50JT School District policies that can specifically be waived.

### C. General Administration

*Waivers are hereby requested for the following policies:*

CF School Building Administration  
CH Policy Implementation  
CHCA Handbooks and Directives

## CHD Administration in the Absence of Policy

The School will establish relevant criteria for recruitment and hiring of administrative staff, while complying with applicable laws protecting employee rights and equal protection provisions. In conjunction with the School Director, the PPOS Board will assign staff to positions where they can best contribute to the school's educational mission. The School Director shall have the authority to select part-time and substitute teachers.

### **D. Finance**

*Waivers are hereby requested for the following policies:*

DA Fiscal Management Goals/Priority Objectives

DAB Financial Administration

DB Annual Budget

DBD Determination of Budget Priorities

DBJ Budget Transfers

DBK\*Fiscal Emergencies

DC Taxing and Borrowing

DG Banking Services

DJ/DJA Purchasing/Purchasing Authority

DJ/DJA-R Purchasing Procedures

DJE Bidding Procedures

DK-R Payment Procedures

DK Payment Procedures

DKC Expense Authorization/Reimbursement

The contract between the Archuleta 50JT District School Board and the Pagosa Peak Open School will set forth the timeline for budget negotiations. The budget as agreed upon shall be managed by the PPOS Board of Directors and the School Director. The School will establish its own business practices. All equipment the school purchases will be purchased and sold with guidelines established by the School. The PPOS Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives. The School will establish an account to manage receipt of locally raised money and will have autonomy in making deposits in and withdrawals from the account when such actions are taken to further the academic achievement of students at the school. The school will account for all moneys that it receives directly and will report to the PPOS board by providing quarterly trial balances to their designated budget partner.

### **E. Support Services**

*Waivers are hereby requested for the following policies:*

EBCE School Closings and Cancellations

EEA Student Transportation

EEAA Walkers and Riders

EEAC Bus Scheduling and Routing

EEAEF Video Cameras on Transportation Vehicles

EEBA School-Owned Vehicles

EF Food Services

EFEA Nutritious Food Choices

Parents shall be responsible for the transportation of their students to and from school each day. The Parents Committee of PPOS will be in charge of organizing parent car-pool partnerships as well as fundraising to help offset public transportation costs to students and their families. PPOS shall request of Mountain Express Public Transit to add the school location to their daily routes. The School may elect to contract with the district to provide this service in the future, or to contract with the District for transportation services for field trips or other special events. The school does expect to offer lunches as part of the District's Free and Reduced Lunch

program. Students who qualify in accordance with District qualification standards will receive lunch either free or at a reduced cost. Care will be taken to protect the confidentiality of the students in the program and lunches will also be available to other students who wish to purchase them at cost.

## **F. Facilities**

*Waivers are hereby requested for the following policies:*

FA Facilities Development Goals/Priority Objectives

FB Facilities Planning

FBC\*Prioritization of Facility Improvements

The PPOS Board and School Director shall work with the Archuleta 50JT District employees and or designated personnel in regards to facility planning, development and improvements, while reserving the autonomous decision rights of the PPOS Board.

## **G. Personnel**

*All of Section G except GBA and GBAA are hereby requested.*

Compensation and employment terms will be established and approved by the PPOS Board. The School will determine its own school calendar and workday schedules. The School will determine its own staffing needs and recruitment and hiring procedures. The School will enact its own salary schedules and benefit package, subject to the statutory requirement that employees of a charter school be members of PERA. The School will adopt policies which comply with all pertinent federal laws and which specify and ensure rights, privileges, and protections for its employees, including a safe, tobacco, drug and alcohol-free work environment. PPOS will provide a yearly evaluation for all staff. Advisors will be held accountable to the School Director. The evaluation system will be further developed and submitted to the District prior to commencing school operations. The PPOS School Director must have the ability to perform the evaluation of all personnel. The School Director has the authority to identify, prepare, and designate school-based evaluators to conduct staff evaluations.

The PPOS Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives. The School will establish an account to manage receipt of locally raised money and will have autonomy in making deposits in and withdrawals from the account when such actions are taken to further the academic achievement of students at the school. The school will account for all moneys that it receives directly and will report to the PPOS board by providing quarterly trial balances to their designated budget partner.

## **H. Negotiations**

*All of Section H is hereby requested*

## **I. Instruction**

*All of Section I except IKF are hereby requested.*

Pursuant to statutory authority, the School will design its own educational program and curriculum. Materials will be approved by the PPOS Board. Curriculum design, implementation and review will be a continuous process. The School will work with the District to ensure the content standards of its curriculum meet or exceed those of the District. The School may wish to develop alternative assessments to those the District employs. In addition, the School reserves the right to determine policies concerning field trips, volunteers, parent and staff conferences, etc.

## **J. Students**

*All of JI, JJ, JK, JM, JO, JP and JQ are hereby requested as well as the following student policies:*

JBA Nondiscrimination on the Basis of Sex

JBA-E Nondiscrimination on the Basis of Sex (Compliance Officer)  
 JBB\* Sexual Harassment  
 JBB\*-R Sexual Harassment (Grievance Procedure)  
 JF Admission and Denial of Admission  
 JF-E Admission and Denial of Admission  
 JFAB/JFABA Admission of Nonresident Students/Tuition Charges  
 JF-R Admission and Denial of Admission  
 (Procedures for Students in Out-of- Home Placements)  
 JFABB-R Admission of Nonimmigrant Foreign Students  
 JFABD Homeless Students  
 JFBA Intra-District Choice/Open Enrollment  
 JFBA-R Intra-District Choice/Open Enrollment  
 JFBB Inter-District Choice/Open Enrollment  
 JFBB-R Inter-District Choice/Open Enrollment  
 JGA Assignment of New Students to Classes and Grade Levels  
 JH Student Absences  
 JHB Truancy  
 JH-E- 1 JH-E- 2 JH-E- 3 JH-E- 4 JH-E- 5 JH-E- 6  
 JS Student Use of the Internet and Electronic Communications  
 JS-E- 1 Archuleta School District 50 Jt Pagosa Springs Elementary School  
 Acceptable Use Agreement for Students  
 JS\*-E- 2 Archuleta School District 50 Joint Intermediate and Junior High School Acceptable  
 Internet Use Student Contract

Because charter schools have unique status and are expected to be experimental and innovative in educational reform, PPOS must have the authority to determine its own policies, rules, and regulations regarding student behavior and discipline. The School reserves the right to establish its own student dress code and discipline procedures, with the specific consideration that the School will not use corporal punishment. The PPOS Board will adopt policies and the School Director will prescribe rules and regulations for operation of student behavior and discipline, attire, and grounds for suspension, expulsion and denial of admission that are in alignment with said statute. PPOS has established its own enrollment and withdrawal policies consistent with the Charter School Act. Non-resident students will be allowed to enroll, subject to the School's deadline and space availability. The PPOS Board will adopt policies and the School Director will prescribe rules and regulations for operation of student behavior and discipline, attire, and grounds for suspension, expulsion and denial of admission that are in alignment with said statute.

**K. School Community**

*Waivers are hereby requested for the following policies:*

KE Public Concerns and Complaints  
 KEC Public Concerns/Complaints about Instructional Resources  
 KEC-E Public Concerns/Complaints about Instructional Resources  
 (Citizen's Request for Reconsideration of Instructional Material)  
 KEF\* Public Concerns/Complaints about Teaching Methods, Activities or Presentations  
 KF Community Use of School Facilities  
 KF-E Agreement for Use of School Facilities  
 KF-R Community Use of School Facilities  
 KFA Public Conduct on District Property  
 KFB Community Use of School Buildings (Auditorium Use)  
 KLMA Relations with Military Recruiters, Postsecondary Institutions and Prospective Employers

PPOS will establish its own policies concerning fundraising and advertising activities, provided, however, that such policies will be submitted to the District Board and shall be subject to District Board approval prior to implementation by PPOS. The PPOS Board will hear and handle all parental complaints about the school's academic program and instructional resources, if and to the extent that those issues are related solely to individual student complaints and grievances. Any systemic or general complaints about the School's academic program or instructional resources shall be addressed initially by the PPOS Board, but the complaining party shall be advised that, if they are dissatisfied with the resolution of their complaint by the PPOS Board, they may request an appeal to the District Board. PPOS Board will establish policies regarding the use of school facilities after school hours, wherein the recruitment of students shall be prohibited.

## **ATTACHMENT 8: ENROLLMENT PREFERENCES, SELECTION METHOD, AND ENROLLMENT TIMELINE AND PROCEDURES**

### **Outreach Regarding Enrollment**

From January to March each year, PPOS will notify the community of open enrollment. Enrollment deadlines will be posted on the PPOS website, its Facebook page, in the Pagosa Sun newspaper, the Pagosa Daily Post online newspaper, and on flyers posted locally. For the 2017/2018 school year, beginning in January 2017, PPOS will send regular newsletters via email and hold community Informational Workshops at least every-other month to raise community awareness about the school.

### **Intents to Enroll**

PPOS will accept hard copy and internet-submitted Intent to Enroll forms. These Intent to Enroll forms are numbered as collected and then entered into PPOS's database, and are exclusively handled by PPOS's Board of Directors. The forms are non-binding. On the database, acceptance, wait list, and any other status will be noted. After the forms are received, numbered, and entered into the database, a confirmation email is sent to the families.

### **Enrollment Process**

Families interested in enrolling their students at PPOS are encouraged to familiarize themselves with the school's mission, vision, and core values, either by reading the school's website or by attending an Informational Workshop at the school. Interested families may then follow these steps to enroll their children at PPOS:

1. Parents/legal guardians may print an enrollment form from the school's website, or call or email via contact information on our website to have one mailed to them.
2. After the enrollment form is filled out and emailed or mailed back to PPOS, the school will contact the parents/legal guardians to schedule a classroom observation and a meeting with the Executive Director of the school.

### **Enrollment Policy**

PPOS welcomes all students and recognizes diversity as a virtue. PPOS prohibits discrimination on the basis of race, creed, color, sex, national origin, religion, sexual orientation, ancestry, disability or need for special education services. This enrollment policy is designed to meet the requirements of C.R.S. §22-30.5-104(3), ensuring access to the school for all, from academically low-achieving students to exceptional students, and including students with special needs. This enrollment policy is also meant to comply with federal guidelines for receiving federal startup funding.

After Year One, currently enrolled PPOS students will have priority for enrollment the following year. Beginning in January, parents, guardians, or legal custodians of students currently attending PPOS must declare their intentions to return to the school in the next academic school year. The PPOS website will post a reminder to parents/legal guardians of the need to return intent to re-enroll forms, along with the forms and the final day that intent to re-enroll forms will be accepted. It will be the parent's/legal guardian's responsibility to return intent to re-enroll forms by the last business day in February. On the first business day of March, the School Director or designee will determine the number of spaces available for new students in each grade level for the upcoming school year. If there are more applicants for positions than available spots, the School Director will hold a lottery. Priority for available Kindergarten through eighth grade spots will be allocated to the following groups:

1. Children of Founding Families, defined as: Children of current PPOS Board members/Steering Committee members whose families who have completed at least 200 hours of volunteerism for PPOS by January 2017.
2. Children of full-time PPOS Employees (School Director, Advisors, Staff)
3. After Year One, Siblings of Returning PPOS Students
  - a. Should there be more siblings of returning PPOS students than enrollment openings for a given grade, enrollment shall be offered by computerized random selection from within this priority group for the affected grade level.
  - b. Any child(ren) living in the same household or with a common parent(s)/legal guardian(s) in separate households will be considered Siblings of Returning PPOS Students. This includes children who become siblings by marriage and/or adoption. Any sibling born while a student is enrolled may retain status even if the original student graduates from PPOS before he/she reaches Kindergarten.
4. All District Residents on the Enrollment List.
5. All non-District Residents.

The combination of children of Founding Families and full-time PPOS employees and Board Members will not exceed twenty percent (20%) of the total PPOS enrollment population in any given year. Should these two groups exceed the twenty percent (20%) limit of the total population, priority will be given to:

1. Children of Founding Families, defined as: Children of current or former PPOS board members/Steering Committee members whose families who have completed at least 200 hours of volunteerism for PPOS by two weeks prior to the lottery.
2. Children of full-time PPOS Employees (Executive Director, Advisors, Staff)

### **Lottery Eligibility and Process**

Prior to enrolling in the lottery, interested parents/legal guardians of potential students are strongly encouraged to attend an Informational Workshop. These workshops will provide an overview of PPOS's core values, culture and climate, as it applies to child development, the academic content of the curriculum, and details about PPOS and the enrollment process. Dates, times and places for the workshops will be listed on the PPOS website.

Families who wish to be considered for the lottery must also complete an enrollment form by the last business day in February. For Year One, enrollment forms can be emailed to [enrollment@pagosacharterschool.com](mailto:enrollment@pagosacharterschool.com), mailed to PPOS at P.O. Box 2152, Pagosa Springs, CO 81147, or handed to a Steering Committee or Board Member. The Administrative Assistant will compile a database of all families with completed enrollment forms in order to ensure their inclusion in the lottery. For Year One, a member of the PPOS Steering Committee and/or Board will complete this task.

Placement in a program is prescribed by the student's age as of September 15th for students entering Kindergarten or first grade the upcoming school year. If the incoming student is enrolling for second through eighth grade, he/she will be placed in the grade level that corresponds to the grade level he/she would be entering in his or her former school.

The lottery will be conducted from the highest grade level with available spots down to the Kindergarten spots. As a name is drawn, all younger siblings of that student will be given priority for their grade levels.

After available spots for each grade level have been filled by the lottery, remaining students will be placed on an “order drawn” list that will become the wait list for openings that may arise in the upcoming school year. Each lottery waitlist will remain active for one school year. In order to participate in the subsequent year’s lottery, parents/guardians must indicate that they want their child to be considered for that lottery, and must update their enrollment form by coming into the school office and completing the appropriate paperwork prior to the last business day in February.

Any potential student who is offered a position and refuses placement will lose any and all lottery positions for that potential student. Students may reapply for the lottery the following day; however their names will be placed at the end of the compiled wait list.

However, after October 1st, the decision of whether or not to accept additional student enrollment would be determined by the School Director.

### **Lottery Dates**

For the first year of operation, dates will differ from future years due to time constraints. The lottery process will occur one month later than described below. The lottery will be held on the first Wednesday in March, unless PPOS notifies otherwise, for available positions in the upcoming school year. Families interested in having their child or children included in the lottery must have completed enrollment forms submitted to the Office Manager (PPOS Steering Committee/Board member in Year One) no later than the last business day in February. Parents/legal guardians whose children are selected in the lottery for available spots in the upcoming school year will be notified the same day by phone of their child or children’s selection. If the parents/guardians cannot be reached on the same day, the Office Manager will continue to attempt verbal notification for the next four (4) days. If parents/legal guardians are not reached during that time, they will forfeit their child/children’s position in the lottery, and their child/children’s names will be placed at the bottom of the wait list. Notification in Spanish will be provided for those parents/legal guardians who have indicated a Spanish language preference. PPOS must receive a verbal confirmation of intent to enroll each selected student no later than five (5) business days after the lottery and notification, and parents/legal guardians must complete an Enrollment Packet within ten (10) days after the lottery and notification.

If a family does not respond to the lottery notification after five (5) business days their child’s name shall be withdrawn and that available spot will be offered to the child at the top of the wait list. Should a position in the school become available from August first to October first, parents/legal guardians with children on the waitlist will have two (2) days upon verbal notification to notify PPOS of acceptance of those positions. PPOS will attempt to contact parents/legal guardians for two (2) days only during this time period. It is the responsibility of the parents/legal guardians of a potential student to maintain current contact information with the school.

### **Kindergarten Lottery**

Eligible applicants may participate in the lottery for Kindergarten up to two years and seven months prior to starting Kindergarten. Parents/guardians interested in participating in this early lottery must undertake the same steps outlined below in Lottery Eligibility and Lottery Dates.

PPOS will offer full-day kindergarten. Full-day tuition spots will require tuition to cover the portion of the school day not covered by public funds. Full-day kindergarten is considered “best practice” for children enrolled in the program. However, a family may choose a half-day kindergarten option.

All Kindergarten students will be assessed for academic and social preparedness before being allowed to enter first grade.

## **Weighted Lottery**

Subsets of students: The following categories of students will be allowed to participate in a weighted lottery (per section 1115(b)(2) of the ESEA):

1. Economically disadvantaged students (e.g. free or reduced priced lunch eligible students)
2. English Language Learners
3. Homeless students

Amount of weights: Each of the three groups will be entered into the lottery three times. If PPOS has any portion of the population that is less than 15% of the district's population, the board will adjust the lottery to help lower that amount.

Rationale for amount of weight: State demographics demonstrate these three groups show lower rates of these students attending charter schools; therefore there is a need to recruit and enroll students from these categories. PPOS is committed to the mission to promote cultural ties and community awareness and believes our student population must represent our community population. In order to provide a representative cross-section of the community, we must weigh the three mentioned subsets of students in order to achieve a diverse and authentic student population.

Process: Applicants will indicate if they qualify under any of the three subsets during the application/enrollment process. School staff may need to contact applicants and/or authorizer for further and specific information regarding the criteria for the three subsets of students. Once applicants are identified and confirmed to qualify under any of the subsets, by school staff, those applications will be photocopied two times (to make a total of three applications for each student). All three applications will be given three different lottery numbers when received (for lottery organizational purposes only). All three applications and three application numbers will be placed into the lottery process (as described below). Applicants in the three subsets will have two more chances than other applicants to be drawn from the lottery.

### **Enrollment Packet**

PPOS Enrollment Packets will be given to a family once a student has been admitted to PPOS.

It will consist of (this list may be modified from time to time at the discretion of the PPOS Board):

1. School Code of Conduct
2. Safe School Policy
3. School Handbook (to include, but not limited to: pedagogy explanation, staff introductions and contact info, supply lists, daily schedules, food program options, school grounds rules, visiting grounds protocols, parent commitments, student commitments, Advisor commitments, staff commitments, yearly calendar, assessment model, electives system for enrichment, after school programs and enrichment options, transportation options, and attendance requirements)
4. Family Contact Information form
5. Medical Form for student

The administrative staff will establish student files based on the information obtained from this packet prior to the start of school.

## ATTACHMENT 9: BYLAWS AND ARTICLES OF INCORPORATION

### *BYLAWS OF PAGOSA PEAK OPEN SCHOOL*

#### Article I - Formation; Offices

**Section 1.1 Name.** The name of the corporation shall be Pagosa Peak Open School.

**Section 1.2 Formation.** The corporation was formed by filing of the Articles of Incorporation (“Articles”) with the Colorado Secretary of State (“SOS”) on December 26, 2016.

**Section 1.3 Principal Office.** The principal office of the corporation is located in Archuleta County, State of Colorado at 168 Dayspring Place, Pagosa Springs, CO 81147. The designation of the corporation’s principal office may be changed by from time to time by resolution of the board of directors (“Board”) by noting the changed address and effective date below and by filing documentation with the SOS, and such changes of address shall not be deemed, nor require, an amendment of these bylaws. New Address:

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**Section 1.4. 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 address of the registered office and/or registered agent may be changed from time to time by the Board and such change shall be filed with the SOS.

**Section 1.5. Other Offices.** The corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the board of directors may, from time to time, designate.

#### Article II -Purpose

**Section 2.1. Purposes.** The purpose of the corporation is to organize, and obtain authorization to operate a charter public school to be operated in, and providing innovative educational opportunities for the citizens of, Archuleta County, Colorado. The corporation plans to file an application with and be chartered through the Archuleta School District #50 JT (the “District”). Once authorized the corporation (sometimes referred to as “School”) shall operate as a charter public school as defined in C.R.S. §22-30.5-101, et. seq., as amended from time to time (the “Charter Schools Act”), serving students in the District and surrounding areas. The School will be operated in accordance with a Charter School Contract to be entered into between the School and the District, as amended from time to time (the “Charter Contract”), and in accordance with the Act and all applicable laws.

#### Section 2.2. Specific Objectives and Purposes.

**Section 2.2.1. Vision.** Pagosa Peak Open School aims to inspire a passion and respect for learning, knowledge, character and skills, enabling our children to pursue their dreams and lead meaningful lives. Our children are nurtured and engaged through outdoor education, hands-on projects, and community involvement.

**Section 2.2.2. Mission.** Pagosa Peak Open School is committed to providing a flexible, respectful and inclusive learning environment built upon individual competencies and interests, where education evolves as a creative process, fostering self-sufficient individuals with inquisitive minds. By exploring subjects through participation in natural environments, student achievement is amplified and a strong sense of place is solidified, inevitably supporting community vitality and a healthy planet.

**Section 2.3. Tax Exempt Purpose.** The corporation is organized exclusively for charitable or educational purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The

corporation shall within the first 27 months of its existence file for 501c3 status under the Code, and it shall operate subject to all of the provisions of Article IX below and the Code and applicable regulations.

**Section 2.4 General Powers.** 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. In addition, the corporation may do everything necessary, suitable or proper to the accomplishment of any of its corporate purposes, either alone or in connection with other organizations, entities or individuals. However, the corporation shall not undertake any activities or operations inconsistent with the operation of the School under the Charter Schools Act, the Act, the Articles and these Bylaws.

### **Article III – Members**

**Section 3.1. Members.** The corporation shall have no voting members and shall be self-elected with a simple majority.

### **Article IV - Directors; Election**

**Section 4.1. Number.** The corporation shall have a minimum of five (5) and a maximum of seven (7) directors and collectively they shall be known as the “Board of Directors” or the “Board”, ideally consisting of parent and community representatives. Initially the Board shall consist of five (5) Directors. The numbers of voting Directors may be changed 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. No person who is an employee of the school shall be eligible to serve as a member of the Board of Directors (except as set forth in 4.4(b) below). All Board members must sign a Board member code of conduct agreement prior to serving.

**Section 4.2. Qualifications.** Directors shall be natural persons at least eighteen years of age or older who support and are willing to uphold the mission and vision of the School. If at any time during a Director’s term of office, he or she fails to meet the qualifications set forth herein, the Director shall resign within 30 days of failing to meet such qualification, and upon such failure such individual shall be subject to immediate removal. Other qualifications may be established for time to time by resolution of the Board and set forth in policy.

**Section 4.3. Powers.** Subject to the provisions of the laws of the state of Colorado and any limitations in the Articles and these Bylaws relating to action required or permitted to be taken or approved by the Board of Directors of this corporation, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors. The board shall be solely responsible for adopting, repealing or amending policies for PPOS . Action by the board shall be accomplished as set forth in the bylaws.

**Section 4.4. Goals and Objectives.** The Board of Directors shall further the goals and objectives of the School as reflected in the Vision and Mission Statements set forth above. The Board shall provide leadership, guidance, oversight, knowledge, and experience to the School’s administration, faculty, students, and parents. The Board of Directors shall have power over and control of the business affairs as provided for in the Colorado Act, the Charter School Act, and the Articles. All powers of the Board lie in its action as a collective. Individual Directors exercise authority over school affairs only by voting at a legal meeting of the Board or exercising authority lawfully delegated to one or more Directors by the Board as a whole. Board members shall perform their duties, including those as a member of any Board Committee, in good faith; in a manner reasonably believed to be in the best interests of the school. Board objectives include the following:

- a. Ensure that the Vision and Mission Statements are adhered to in all activities and decisions of the Board, and the daily activities of the staff, students, parents, Board committees, and School support organizations, as it relates to the School’s operations;
- b. Serve as final authority in matters affecting staffing, budget, curriculum, calendar decisions and School concerns, and to ensure that these are consistent with and promote the educational goals of the Vision and Mission Statements and official School policy;
- c. To act as the official voice of the School with regards to public information, media contacts, and public relations.

**Section 4.5. Duties and Obligations.** Without prejudice to the general powers and duties set forth in the Act, the Directors are expected to fulfill the following duties and responsibilities including but limited to:

- a. Recognize, be knowledgeable of, and act in accordance with all of essential documents and applicable laws binding or affecting the School;
- b. Perform any and all duties imposed on them collectively or individually by law, by the Articles, or by these bylaws;
- c. Ensure compliance with all state, and federal requirements.
- d. Uphold the School’s mission and vision.
- e. Elect officers as required by these bylaws and the Act.
- f. Fix the compensation, if any, of all officers, agents, and employees of the corporation and create or approve the job descriptions of all major employees and categories of employee.
- g. Hire a School Director who shares the vision and mission of the School. The Board, with recommendations of the school hiring committee will be responsible for the annual evaluation of the School Director, setting professional goals for improvement, and providing the School Director with the resources needed to accomplish these goals.
- g. Supervise all officers and agents of the corporation to assure that their duties are performed properly;
- h. Create and adopt a budget and provide financial security to the School by overseeing financial operations of the School;
- i. Establish a School Accountability Committee, Finance Committee, Facilities Committee, and other standing and ad hoc committees as necessary;
- j. Develop a long-term strategic plan to ensure the vision and mission of the School is fulfilled, and generally create a strategic planning process that assures the School is meeting its vision and mission;
- k. Give final approval of changes to curriculum, texts, and assessments recommended by the administration;
- l. Select one Board member, in addition to an administrator, to serve as liaison to the District Board of Education and the District administration;
- m. Meet at such times and places as required by these Bylaws;
- n. Regularly attend Board meetings;
- o. Maintain the confidentiality of discussions in executive session, especially as it involves legal matters, and where necessary to preserve the confidentiality of personnel matters, parental and student matters, and school business;
- p. Regularly communicate to the school about key governance topics, including but not limited to: the strategic plan, the budget, policies, and meeting minutes;
- q. Survey the school community at least annually to assess satisfaction and identify areas for improvement; and
- r. Conduct annual Board self-evaluation.

#### **Section 4.6. Founding Board.**

**Section 4.6.1 Founding Board Members.** Upon approval of the charter application, the members of the Pagosa Charter School Initiative (“PCSI”) board, which has acted as the steering committee for the School shall appoint the initial governing Board of Directors of five (5) members to staggered terms. Initial Board members may be PCSI board members or members. Founding Board members will establish by resolution

which specific Board members are tied to which terms. The staggered terms will ensure that not all Board Members' term limits end at the same time.

**Section 4.6.2 Initial Terms.** The initial founding Board members of shall serve from appointment with staggered terms ranging from 2 to 5 years from appointment. Upon expiration of such initial board terms, those positions shall be elected as provided below in. After two years 2 seats shall expire; after three years 2 seats shall expire and, the third year the remaining seat shall expire. After the initial five (5) founding Board members have completed their terms, terms of office will consist of two years. Elections will be held in October, with new board members taking office in January.

#### **Section 4.7. Elections.**

The Board of Directors shall be self-elected with a simple majority vote. The Board may opt to open up elections for vote by the school community in the future with a change to these bylaws.

The Board of Directors shall designate a Board Nominating Committee that will be responsible for establishing the procedures and timeline for soliciting and interviewing candidates to fill new terms, prior to the expiration of the existing term, and/or vacancies for Directors as they occur. The Nominating Committee shall consist of three to five members, including one staff member that is not the School Director, and at least one Parent, with the majority of the committee members not concurrently serving as members of the Board of Directors. The Nominating Committee shall post notices, solicit applications and nominations, conduct interviews, and prepare a slate of candidates for election to the Board, in accordance with timelines set forth below or otherwise adopted by the Board. If the Nominating Committee is not convened and/or fails to fulfill its duties, the Board itself shall be responsible.

From these applications and nominations, the Nominating Committee will prepare a list consisting of those qualified to be candidates and will submit them to the Board no later than September 1. The Nominating Committee shall secure written consent from those candidates not self-nominated. The Board will receive the list from the Nominating Committee and recommend to the membership one or more choices for each of the vacant Director positions.

Any Archuleta County resident may be nominated to the Board of Directors through a petition signed by at least 15 parents or staff of Pagosa Peak Open School. Any person so nominated will be interviewed by the Nominating committee prior to the upcoming election.

**Section 4.8. Commencement of Office.** To provide continuity of leadership, newly elected and appointed Board members shall attend Board meetings and training as non-voting members until they formally assume their duties as Directors. Following annual election new Directors shall take office on January 1), unless otherwise designated by the Board. The Board shall annually select corporate officers at the June meeting, in accordance with Article VI below. At its own discretion, the Board may reorganize officers following the filling of a vacancy.

#### **Section 4.9. Qualifications; Non-Voting Advisory Members.**

**Section 4.9.1. Qualifications to Serve.** Board applicants and candidates must profess a strong desire to be involved in the success of the School. Board applicants must also exhibit professional behavior and be willing to give of their time, energy, and abilities to help the School achieve its stated mission and purpose, and must demonstrate an ability and willingness to attend all Board meetings, and to work with other Board members, staff and faculty, and others in achieving specific goals or completed projects adopted by the Board of Directors. Other qualifications for Directors may be established in the Board policies adopted from time to time. Such requirements shall be published in notices of vacancies or upcoming Director elections that are sent in accordance with Board policies. As per the Archuleta School District #50 JT resolution to the School's Charter Contract, the Board shall endeavor to include, at all times have one (1) member with a background and expertise in Finance and one (1) member with a background and expertise in Education. Should a vacancy

occur in either of those two Board positions, the Board will immediately begin a concerted recruitment effort to fill said Board positions with qualified members.

#### **Section 4.9.2. Advisors to the Board.**

(a) The School Director shall report to the Board, and he or she or his/her designee shall attend all regular and special board meetings unless otherwise excused by the President, and shall serve in an advisory capacity to the Board, providing reports, input and opinions.

(b) The Business Manager of the School, whenever the Board chooses to establish such a position, shall report to the Board, and he or she or his/her designee shall attend all regular and special board meetings unless otherwise excused by the President, and shall serve in an advisory capacity to the Board, providing reports, input and opinions.

(c) The Board may appoint up to two (2) current or former teachers at the School to serve in an advisory capacity to the Board, providing reports, input and opinions. Teacher Advisors must be currently teaching, or have had a teaching career at the School. They must be invested in the educational culture of the School and the community.

**Section 4.10. Compensation.** Directors shall serve without compensation. They shall be allowed reasonable advancement or reimbursement of actual and reasonable expenses incurred in the performance of their duties. Any payments to Directors shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these bylaws.

**Section 4.11. Board Training.** The Board shall engage in professional development and training through the CDE, the Colorado League of Charter Schools, and other organizations to assure a professional and highly-functioning Board. All new members will be required to take the Board training modules created by the Colorado Department of Education and the Colorado League of Charter Schools (currently 10 hours). The Board shall determine additional training necessary for members to fulfill their duties on an as needed basis.

### **Article V – Board of Director Meetings**

**Section 5.1. Place of Meetings.** Meetings shall be held at the principal office of the corporation unless otherwise provided by the Board or at such other place as may be designated from time to time by resolution of the board of directors. Location of all meetings shall be posted in the notice of the meeting.

**Section 5.2. Regular Meetings.** Regular meetings of the board shall be held at least 12 times annually, and no less than one time a month. The Board may provide, by resolution, the time and place of the holding of additional regular meetings without other notice than such resolution, except as is required by the Open Meetings Law, which requires at least 24 hours' posted notice at the location in which such notices are routinely posted as described in Section 5.4 below.

**Section 5.3. Special Meetings.** Special meetings of the Board of Directors may be called by the Board President or by any two directors. Such meetings shall be held at the principal office of the corporation or, if different, at the location within Archuleta County designated by the person or persons calling the special meeting.

**Section 5.4. Notice of Meetings.** Unless otherwise provided by the Articles, these bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the board of directors:

- a. **Notice required by Colorado Open Meetings Law.** Upon signing the Charter Contract, and so long as the corporation is operating as a charter public school the corporation shall be subject to Colorado Open Meetings Law (C.R.S. Section 24-6-401 et seq.). Accordingly, all meetings shall be open to the public (except executive session). Notice, including specific agenda information where possible, of any meetings of the Board at which time adoption of any proposed policy, position, resolution, rule, regulations, or formal actions occur at which a majority or quorum of the Board is, or is expected to be, in attendance shall be given by posting in a designated public place at **least 24 hours** in advance, in accordance with the Colorado Open Meetings Law, C.R.S. §24-6-402, et. seq.

- b. Announcement for Place for Posting of Notices. At the first meeting of each calendar year, the Board shall adopt a resolution stating the designated public place at which it shall post notices of Board meetings for such year.
- c. Regular Meetings. No notice need be given to any directors of any regular meeting of the Board, as set by the annual calendar or resolutions adopted by the Board.
- d. Special Meetings. At least two business days' prior notice shall be given by the secretary of the corporation to each director of each special meeting of the board.
- e. Notice of Meetings. Such notice may be oral or written, may be given personally, by telephone, text message, email, facsimile or mail, and shall state the place, date, and time of the meeting and the matters proposed to be acted upon at the meeting. In the case of facsimile notification, the director to be contacted shall acknowledge personal receipt of the facsimile notice by a return message or telephone call within twenty-four hours of the first facsimile transmission.

**Section 5.5. Quorum for Meetings.** A quorum shall consist of a majority of the directors then in office. Except as otherwise provided under the Articles, these bylaws, or provisions of law, no business shall be considered by the board at any meeting at which the required quorum is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn.

**Section 5.6. Majority Action as Board Action.** Every act or decision done or made by a majority vote of the directors present at a meeting duly held at which a quorum is present is the act of the board of directors, unless the Articles these bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the board

**Section 5.7. Conduct of Meetings.** Meetings of the board of directors shall be presided over by the chairperson of the board, or, if no such person has been so designated, or in his or her absence, the president of the corporation, or in his or her absence, by the vice president of the corporation, or in the absence of each of these persons, by a chairperson chosen by a majority of the directors present at the meeting. The secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting. Attendance at Board meetings is mandatory for all voting Board members. A board member missing two board meetings within a one-year period without prior approval for their absence from at least two other board members, shall receive a notice of probation. Missing a third meeting within a one-year period without prior approval is deemed a resignation by that Board member.

**Section 5.8. Presumption of Assent.** A Director 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 School 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 5.9. Telephonic Meetings.** In cases of extenuating circumstances, and with approval of the Board or committee in question, 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 5.10. Parliamentary Authority.** The rules of Robert's Rules of Order, Newly Revised, shall govern the meetings of the Board in all instances in which they are applicable, and in which they are not inconsistent with these bylaws, any special rules of order that the Board of Directors may adopt, and the laws of the State of Colorado.

**Section 5.11. Executive Session.** So long as the corporation operates a charter public school, all regular and special meetings of the Board shall be open to the public in accordance with the Colorado Open Meetings Law, as amended from time to time, §24-6-402 C.R.S. However, upon the affirmative vote of majority of the quorum present at a meeting, an executive session may be called to discuss matters specifically allowed by law, Currently such topics are limited to one or more of the following: (a) conferences with an attorney for legal matters; (b) acquisitions, leasing or sales of property; (c) contract proposals or negotiations; (d) personnel matters; (e) student disciplinary matters; or (f) any other matters permitted by law under §24- 6-402 C.R.S. The motion requesting the executive session shall state the nature of the matter to be discussed and cite the statutory section allowing discussion in executive session. 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 Board shall maintain an electronic record of all executive sessions in accordance with the law, separate from the regular meeting minutes of the Board.

**Section 5.12. Resignation; Removal.** Any director may resign effective upon giving written notice to the chairperson of the board, the president, or the secretary, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of this state. Directors may be removed from office, with or without cause, upon the affirmative vote of majority of the remaining directors. at any regular or special meeting of the Board, provided that a statement of the intent to take this action shall have been mailed by Registered Mail to the Director proposed for removal at least thirty (30) days before any final action is taken by the Board. This statement shall be accompanied by a notice of the time when, and the place where, the Board is to take action on the removal. The Director shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

Cause shall include, but not be limited to: conviction for a felony or other crime of violence or against children, misappropriation of funds, or repeated failure to support or uphold the mission and vision of the School.

**Section 5.13. Vacancies.** Vacancies on the board of directors shall exist: (a) on the death, resignation, or removal of any director, and (b) whenever the number of authorized directors is increased. Unless otherwise prohibited by the Articles, these bylaws, or provisions of law, vacancies on the board may be filled by the approving vote of majority of the board of directors then in office at a regular or special meeting at which the matter is placed on the agenda in advance. If the number of directors then in office is less than a quorum, a vacancy on the board may be filled by approval of a majority of the directors then in office or by a sole remaining director. When a Board vacancy arises, letters of application will be accepted from candidates for at least two weeks or longer, as determined by the Board. Interviews will be completed by the entire Board. A person elected to fill a vacancy on the board shall hold office until the next election of the board of directors or until his or her death, resignation, or removal from office.

**Section 5.14. General Standards of Conduct for Directors and Officers.** Each Director shall discharge his or her duties as a Director, including, without limitation, his or her duties as a member of a committee of the Board, and each officer, with discretionary authority, shall discharge his or her duties under their authority:

- (a) In good faith;
- (b) With the care and ordinarily prudent person in a like position would exercise under similar circumstances; and
- (c) In a manner the Director of officer reasonably believes to be in the best interests of the corporation.

**Section 5.15. Reliance.** In discharging duties, a Director or officer is entitled to rely on information, opinions, reports or statements, including, without limitation, financial statements and other financial data, if prepared by in each case prepared or presented by the persons herein designated:

- (a) One or more officers or employees of the School whom the Director or officer reasonably believes to be reliable and competent in the matters presented; or

(b) Legal counsel, a public accountant, or another person as to matters the Director or officer reasonably believes are within such person's professional or expert competence; or

(c) In the case of a Director, a committee of the Board of which the Director is not a member, as to matters within its designated authority if the Director reasonably believes the committee merits confidence.

**Section 5.16. Liability.** A Director or officer is not acting in good faith if the Director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this Article unwarranted. A Director or officer is not liable as such to the corporation for any action taken or omitted to be taken as a Director or officer, as the case may be, if, in connection with such action or omission, the Director or officer performed the duties of the position in compliance with this Article. Additionally, the directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation except as provided in accordance with the Act or other applicable state or federal law.

## Article VI - Officers

**Section 6.1. Designation of Officers.** The officers of the corporation shall be a president, a vice president, a secretary, and a treasurer. The corporation may also have a chairperson of the board, one or more vice presidents, assistant secretaries, assistant treasurers, and other such officers with such titles as may be determined from time to time by the board of directors, who shall be chosen as provided in this Article, 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. 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 6.2. Qualifications.** One person may hold two offices such as Secretary / Treasurer if needed. Officers may, but need not be Directors. The administrators and business managers shall not be officers of the School.

**Section 6.3. Election and Term of Office.** Officers shall be elected by the Board, annually at the first meeting following new directors taking office, and at any other time at a properly noticed Board meeting. Secret ballots representing a majority of votes cast shall determine the selection of officers for a given term. Each officer shall hold office for one year or until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first. There shall be no limitations as to the number of terms served.

**Section 6.4. Removal and Resignation.** Any officer may be removed, either with or without cause, whenever in its judgment the best interest of the School will be served thereby. by the board of directors with Such removal shall be made, by affirmative vote of majority of the board then in office at any regular or special meeting of the Board, provided that a statement of the intent to take this action shall have been mailed by Registered Mail to the Officer proposed for removal at least fifteen (15) days before any final action is taken by the Board. This statement shall be accompanied by a notice of the time when, and the place where, the Board is to take action on the removal. The Officer shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

Any officer may resign at any time by giving written notice to the board of directors or to the president or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any removal or resignation hereunder shall be without prejudice to the contract rights, if any, of the person so removed. Appointment to an officer or agent position shall not itself create contract rights.

**Section 6.5. Vacancies.** Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors at a regular or special meeting of the Board. In the event of a vacancy in any office other than that of president, such vacancy may be filled temporarily by appointment by the president until such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

**Section 6.6. Duties of President.** The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the affairs of the corporation and the activities of the officers, serve as the Board liaison to the School administrator, and act as the official representative of the Board to the school community. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles, or by these bylaws, or which may be prescribed from time to time by the Board. Unless another person is specifically appointed as chairperson of the board of directors, the president shall preside at all meetings of the board of directors. Except as otherwise expressly provided by law, by the Articles, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the board of directors.

**Section 6.7. Duties of Vice President.** In the absence of the president, or as delegated by the president, in the event of his or her inability or refusal to act, the vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have other powers and perform such other duties as may be prescribed by law, by the Articles, or by these bylaws, or as may be prescribed by the board of directors.

**Section 6.8. Duties of Secretary.** The secretary shall:

(a) Certify and keep at the principal office of the corporation the original, or a copy, of these bylaws as amended or otherwise altered to date. Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof; (b) Ensure that the minutes of meetings of the corporation, and any supporting documents pertaining to meetings, minutes, and consents shall be contemporaneously recorded in the corporate records of this corporation. "Contemporaneously" in this context means that the minutes, consents, and supporting documents shall be recorded in the records of this corporation by the later of 1) the next meeting of the board, committee, or other body for which the minutes, consents, or supporting documents are being recorded, or 2) thirty (30) days after the date of the meeting or written consent, (c) See that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (d) Be custodian of the records and keep at the principal office of the corporation such records including but not limited to meeting minutes, and executive session minutes, and a current list of the names and addresses and their contact information of all Directors and officers of the corporation; and (e) Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefor, the bylaws, and the minutes of the proceedings of the directors of the corporation. In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

**Section 6.9. Duties of Treasurer.** The treasurer shall: (a) Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors. (b) Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever. Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the board of directors, taking proper vouchers for such disbursements. (c) Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. (d) Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefor. (e) Render to the president and directors, whenever requested, an account of any or all of his or her transactions as treasurer and of the financial condition of the corporation. (f) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports. (g) In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation of the corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

## **Article VII -Committees**

**Section 7.1. Advisory Committees.** The Board, by resolution, may appoint standing committees and/or ad hoc committees to advise the Board and assist it in the performance of its regular or special business; however,

their votes are advisory and will not be binding upon the Board. A member of the Board of Directors shall be on each committee or shall be appointed as a liaison to such committee. No members of such committee shall be deemed to be Directors, officers, or employees of the School, and no committee shall participate in the operation or management of the School. The advisory committees shall meet at such times as designated by the Board or delegated to such committee to determine. The members of each advisory committee shall hold office at the pleasure of the Board of Directors. Advisory committees shall have a proper written scope and description as developed by the Board or such committee, and as approved by the Board of Directors. Committee members shall be responsible for gathering information, exploring options, reporting on progress made toward meeting goals, and bringing recommendations to the Board of Directors for discussion and action.

**Section 7.1.1 Standing Committees.** The following committees are designated as standing committees:

(a) 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 Accountability Committee's duties shall include, but not be limited to:

(1) Make recommendations for establishing goals and a plan for improvement based on the needs assessment and consistent with the mission and goals of the school; and

(2) Monitor the progress made toward meeting the improvement goals and pupil performance relating to the Colorado Growth Model; and

(3) To recommend to the School Director of the Schools priorities for spending school moneys prior to adoption of the annual budget. The Principals and Board shall consider the Accountability Committee's recommendations regarding spending state, federal, local, or private grants and any other discretionary moneys and take them into account in formulating budget requests for the Board; and

(4) To advise the School Director concerning the preparation of the School performance or improvement plan, if either is required pursuant to C.R.S. §22-11-210, and to submit recommendations to the School Director concerning the contents of the performance or improvement plan; and

(5) To advise the Board concerning the preparation of a School priority improvement or turnaround plan, if either is required pursuant to C.R.S. §22-11-210, and to submit recommendations to the Board concerning the contents of the priority improvement or turnaround plan; and

(6) To meet at least quarterly to discuss whether School leadership, personnel, and infrastructure are advancing or impeding implementation of the School's performance, improvement, priority improvement, or turnaround plan, whichever is applicable, or other progress pertinent to the School's accreditation contract with the local school board.

The role of the Accountability Committee may be further designated or modified by policy or resolution established by the Board from time to time. The Board shall designate the membership of the accountability committee in accordance with state law.

(b) Budget and Finance Committee This committee is responsible for developing and submitting an annual balanced budget to the Board and, after Board approval, making the budget available to the public. The Budget Committee will also select and hire the auditor, prepare the annual report, including audited financial statements, and make it available to the public. In addition, this committee will recommend any needed changes in school financial practices and provide oversight of the financial performance of the School Director. Upon approval of the school's charter, a fundraising sub-committee will be formed whose sole responsibility will be generating funds for PPOS. A large focus of this committee will be to focus on raising funds to support necessary facility renovations, food program, art program, outdoor education and other high priority items.

(c) Parent Advisory Committee The school will have a Parent Advisory Committee that will be charged with understanding parent interests and concerns and expressing those concerns to the board of directors. The committee will also be responsible for coordinating parent volunteers and for maintaining communication between the school and parents.

(1) Selecting a representative to attend all meetings of the Board of Directors;

(2) Providing input to the board on policies that have an impact on parents;

(3) Surveying parents about their satisfaction with the school at least annually and reporting the results of the survey to the PPOS Board of Directors;

(4) Coordinating with staff and PPOS Board of Directors to create/identify volunteer opportunities for parents;

(5) Communicating volunteer opportunities to parents and scheduling, facilitating, and overseeing volunteer work.

**Section 7.1.2. Other Committees.** The corporation shall have such standing or committees as may from time to time be designated by resolution of the board of directors or established by policy. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

## **Article VIII - Execution of Instruments; Financial Policies**

**Section 8.1. Fiscal year.** The fiscal year of the corporation shall begin on July 1st of each year and end on June 30th of each year, unless otherwise changed by the Board of Directors.

### **Section 8.2. Fiscal Limitations.**

**Section 8.2.1. Execution of Instruments.** The board of directors, except as otherwise provided in these bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances or types of contracts or instruments. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

**Section 8.2.2. Checks and Notes.** Except as otherwise specifically determined by resolution of the board of directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the treasurer and countersigned by either the president or vice president of the corporation.

**Section 8.2.3. Deposits.** All funds of the corporation and monies received shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select. Such accounts shall be federally insured.

**Section 8.2.4. Gifts.** The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the nonprofit purposes of this corporation.

**Section 8.2.5. Loans.** No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a vote of the Board of Directors, and then only in accordance with TABOR and other applicable legal provisions. Such authority may be general or confined to specific instances. This language should not be construed to mean that the corporation cannot issue purchase orders to pay for approved expenditures in the ordinary course of business.

**Section 8.3. Financial Audit.** The corporation shall obtain an annual financial audit from a certified public accountant prepared in accordance with GAAP or GASB, if applicable.

**Section 8.4. Other Financial Policies and Controls.** The Board shall instruct the Principal/Executive Director, or Business Manager to develop, in conjunction with the Treasurer, additional fiscal policies and procedures to insure the operation of the School in a fiscally sound and responsible manner.

## **Article IX -Corporate Records, Reports**

**Section 9.1. Maintenance of Corporate Records.** The corporation shall keep at its principal office correct and complete records including but not limited to:

- a. Minutes of all meetings of directors and committees of the board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;

- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- c. A copy of the corporation's articles of incorporation and bylaws as amended to date; and
- d. A record giving the names and addresses of the Board members.

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.

**Section 9.3. Inspection/Copying Under Open Records Law.** Upon signing the Charter Contract and so long as the corporation operates as a charter public school it shall be subject to the Colorado Open Records Act, 24-72-201 et seq. ("CORA"). All requests for inspection and copying of records accessible in accordance with such law, and not otherwise subject to exclusion, withholding, or redaction, or subject to applicable federal or other privacy laws, shall be timely responded to in accordance with CORA. The corporation shall establish reasonable charges for copying and gathering such records and publish the same on its website and in its policies.

**Section 9.4. Periodic Report.** The board shall cause any annual or periodic report required under law to be prepared and delivered to the SOS, to be so prepared and delivered within the time limits set by law.

### Article X -IRC 501(c)(3) Tax Exemption Provisions

**Section 10.1. Limitations on Activities.** No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provisions of these bylaws, this corporation shall not carry on any Activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

**Section 10.2. Prohibition Against Private Inurement.** No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

**Section 10.3. Other Restrictions.** Other Restrictions relating to the purposes and operation of the corporation for purposes of qualifying as a tax exempt organization are set forth in the Articles or may be additionally adopted by the Board from time to time in order to comply with applicable state or federal law.

### Article XI - Conflict of Interest and Compensation Approval

**Section 11.1. Purpose of Conflict of Interest Policy.** The purpose of this conflict of interest policy is to protect this tax-exempt corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(1)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

#### Section 11.2. Definitions.

- a. **Interested Person.** Any director, principal officer, member of a committee with governing board delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of

the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.

- b. **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
1. An ownership or investment interest in any entity with which the corporation has a transaction or arrangement,
  2. A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or
  3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Section 3, paragraph B, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **Section 11.3. Conflict of Interest Avoidance Procedures.**

- a. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- b. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- c. **Procedures for Addressing the Conflict of Interest.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement. After exercising due diligence, the governing board or committee, shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
- d. **Violations of the Conflicts of Interest Policy.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### **Section 11.4. Records of Board and Board Committee Proceedings.** The minutes of meetings of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.

- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

**Section 11.5. Compensation Approval Policies.** A voting member of the Board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation. When approving compensation for directors, officers and employees, contractors, and any other compensation contract or arrangement, in addition to complying with the conflict of interest requirements and policies contained in the preceding and following sections of this article as well as the preceding paragraphs of this section of this article, the board or a duly constituted compensation committee of the board shall also comply with the following additional requirements and procedures:

- a. The terms of compensation shall be approved by the board or compensation committee prior to the first payment of compensation;
- b. All members of the board or compensation committee who approve compensation arrangements must not have a conflict of interest with respect to the compensation arrangement as specified in IRS Regulation Section 53.4958-6(c)(iii), which generally requires that each board member or committee member approving a compensation arrangement between this organization and a "disqualified person" (as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations):
  - 1. is not the person who is the subject of the compensation arrangement, or a family member of such person;
  - 2. is not in an employment relationship subject to the direction or control of the person who is the subject of the compensation arrangement;
  - 3. does not receive compensation or other payments subject to approval by the person who is the subject of the compensation arrangement;
  - 4. has no material financial interest affected by the compensation arrangement; and
  - 5. does not approve a transaction providing economic benefits to the person who is the subject of the compensation arrangement, who in turn has approved or will approve a transaction providing benefits to the board or committee member.
- c. The board or compensation committee shall obtain and rely upon appropriate data as to comparability prior to approving the terms of compensation. Appropriate data may include the following:
  - 1. Compensation levels paid by similarly situated organizations, both taxable and tax-exempt, for functionally comparable positions. "Similarly situated" organizations are those of a similar size, purpose, and with similar resources;
  - 2. The availability of similar services in the geographic area of this organization;
  - 3. Current compensation surveys compiled by independent firms;
  - 4. Actual written offers from similar institutions competing for the services of the person who is the subject of the compensation arrangement. As allowed by IRS Regulation 4958-6, if this organization has average annual gross receipts (including contributions) for its three prior tax years of less than \$1 million, the board or compensation committee will have obtained and relied upon appropriate data as to comparability if it obtains and relies upon data on compensation paid by three comparable organizations in the same or similar communities for similar services.
- d. The terms of compensation and the basis for approving them shall be recorded in written minutes of the meeting of the board or compensation committee that approved the compensation. Such documentation shall include:

1. The terms of the compensation arrangement and the date it was approved;
2. The members of the board or compensation committee who were present during debate on the transaction, those who voted on it, and the votes cast by each board or committee member;
3. The comparability data obtained and relied upon and how the data was obtained;
4. If the board or compensation committee determines that reasonable compensation for a specific position in this organization or for providing services under any other compensation arrangement with this organization is higher or lower than the range of comparability data obtained, the board or committee shall record in the minutes of the meeting the basis for its determination;
5. If the board or committee makes adjustments to comparability data due to geographic area or other specific conditions, these adjustments and the reasons for them shall be recorded in the minutes of the board or committee meeting;
6. Any actions taken with respect to determining if a board or committee member had a conflict of interest with respect to the compensation arrangement, and if so, actions taken to make sure the member with the conflict of interest did not affect or participate in the approval of the transaction (for example, a notation in the records that after a finding of conflict of interest by a member, the member with the conflict of interest was asked to, and did, leave the meeting prior to a discussion of the compensation arrangement and a taking of the votes to approve the arrangement);
7. The minutes of board or committee meetings at which compensation arrangements are approved must be prepared before the later of the date of the next board or committee meeting or 60 days after the final actions of the board or committee are taken with respect to the approval of the compensation arrangements. The minutes must be reviewed and approved by the board and committee as reasonable, accurate, and complete within a reasonable period thereafter, normally prior to or at the next board or committee meeting following final action on the arrangement by the board or committee.

**Section 11.6. Annual Statements.** Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy;
- b. Has read and understands the policy;
- c. Has agreed to comply with the policy; and
- d. Understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

**Section 11.7. Periodic Reviews.** To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, annual reviews shall be conducted. The annual reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

**Section 11.8. Use of Outside Experts.** When conducting the annual reviews as provided for in Section 11.7, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring annual reviews are conducted.

## **Article XII –Indemnification; Insurance**

**Section 12.1. 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 School or is or was serving at the request of the School as a Director, officer, partner, trustee, employee, or agent of any foreign or domestic School or of any partnership, joint venture, trust, other enterprise, or employee benefit plan (“Any Proper Person” or “Proper Person”), shall be indemnified by the School 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 12.4 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 School, that his conduct was in the School’s best interest, or (ii) in all other cases (except criminal cases) believed that his conduct was at least not opposed to the School’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 the School and not when he is acting on the School’s behalf for some other entity. No indemnification shall be made under this Section to a Director with respect to any claim, issue or matter in connection with a proceeding by or in the right of a School in which the Director was adjudged liable to the School 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 in connection with a proceeding brought by or in the right of the School 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 School.

**Section 12.2. Right to Indemnification.** The School 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 12.1 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 School other than the determination in good faith that the defense has been wholly successful.

**Section 12.3. 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 12.1 of these Bylaws. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability.

**Section 12.4. Groups Authorized to Make Indemnification Determination.** In all cases, except where there is a right to indemnification as set forth in Section 12.2 of these Bylaws or where indemnification is ordered by a court, any indemnification shall be made by the School 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 6.1 of these bylaws. This determination shall be made by the Board of Directors by a majority vote of a quorum, which quorum in this case shall consist of Directors not parties to the proceeding. 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 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 12.5. Advance of Expenses.** Expenses (including attorneys’ fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the School 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 6.1 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 12.4 of these bylaws), that the facts as then known to the group would not preclude indemnification.

**Section 12.6. Modification.** Any repeal or modification of the foregoing provisions of this Article for indemnification or advancement of monies for expenses shall not affect adversely any right or protection stated in such provisions with respect to any act or omission occurring prior to the time of such repeal or modification.

**Section 12.7 Insurance.** Except as may be otherwise provided under provisions of law, notwithstanding any interest of the Directors in the action, the Board of Directors may adopt a resolution authorizing the corporation to purchase and maintain insurance, in such scope and amounts as the Board of Directors deems appropriate, on behalf of any agent of the corporation (including a director, officer, employee, or other agent of the corporation) protecting against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the articles of incorporation, these bylaws, or provisions of law.

### **Article XIII - Amendments; Dissolution**

**Section 13.1. Amendment to Articles.** Subject to the power if any, provided in the Act that may not be overridden, the Articles may be altered, amended, or repealed, and new Articles adopted by approval of three-quarters of the board members then in office. However, any amendment changing the purpose of the corporation, or its mission or vision shall be approved by the affirmative vote of the Board at a special meeting called for such purpose. Additionally any amendment to Sections pertaining to tax exempt status must comply with the Code.

**Section 13.2. Amendment of Bylaws.** Unless otherwise provided by the Act, these bylaws may be amended at any regular or special meeting of the Board, as follows:

**Section 13.2.1 Amendments to Most Sections.** Any provision other than Sections 2.2, 3.1. or 3.6 may be proposed at a meeting of the Board by a proposed amendment is brought by a Board member and the same is addressed and approved by three-fourths of the Board members then in office.

**Section 13.3 Dissolution.** The corporation may be dissolved only in accordance with this Section.

(a) A proposal to dissolve must first be made and approved by a vote of three-fourths of the Directors at a properly noticed meeting at which such items was on the published agenda; and

**Section 13.4 Distributions on Dissolution.** Upon dissolution of the corporation, following payments of all liabilities and debts, the assets of the corporation shall be distributed to the District, or if no such distribution is possible, the assets shall be distributed to another state or local government for an educational or other public purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation is then located exclusively to a state or local government for such purposes.

### **Article XIV - Miscellaneous**

**Section 14.1. Notice; Waiver of Notice.** In addition to any other specific notice provisions provided herein, all notices that are required or may be given under these bylaws shall be deemed given and shall be effective: (i) when delivered personally, (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 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 14.2. 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 14.3. Policy Manual.** The policies of the corporation, as adopted by the Board of Directors from time to time, shall be recorded and maintained by the Secretary in a separate policy manual.

**Section 14.4. Construction and Terms.** If there is any conflict between the provisions of these the Articles, these bylaws and the policies of the corporation, the provisions of the Articles shall govern, and the provisions of these bylaws shall be second in priority. Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

**Section 14.5. Definitions.** Except as otherwise specifically provided in these bylaws, all terms used in these bylaws shall have the same definitions as in the Act. All references in these bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code as amended from time to time, or to corresponding provisions of any future federal tax code.



Mailing address  
(leave blank if same as street address)

PO Box 2152  
*(Street number and name or Post Office Box information)*

Pagosa Springs CO 81147  
*(City) (State) (ZIP Code)*

*(The following statement is adopted by marking the box.)*

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are:

Name  
(if an individual) \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

OR

(if an entity) Pagosa Charter School Initiative  
*(Caution: Do not provide both an individual and an entity name.)*

Mailing address PO Box 2152  
*(Street number and name or Post Office Box information)*

Pagosa Springs CO 81147  
*(City) (State) (ZIP/Postal Code)*  
United States  
*(Province - if applicable) (Country)*

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. *(If the following statement applies, adopt the statement by marking the box.)*

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

According to the Bylaws of PPOS: Section 13.4 Distributions on Dissolution. Upon dissolution of the corporation, following payments of all liabilities and debts, the assets of the corporation shall be distributed to the Archuelta School District 50JT, or if no such distribution is possible, the assets shall be distributed to another state or local government for an educational or other public purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation is then located exclusively to a state or local government for such purposes.

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

8. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(month/day/year) (hour:minute and/or)

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Hammon	Chenni		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<hr/>			
168 Dayspring Pl			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
PAGOSA SPRINGS	CO	81147	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<hr/>		<hr/>	
<small>(Province - if applicable)</small>		<small>(Country)</small>	
		United States	

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

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