

CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT (“Contract”), effective the 1st day of April, 2015, is made and entered into between Weld County School District No. 6 (the “District” or the “Authorizer”) and Union Colony School, a Colorado nonprofit corporation (the “Corporation” or “UCS”) and public charter school, collectively, the “Parties”.

RECITALS

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

WHEREAS, UCS formed as a nonprofit corporation as authorized by the Charter Schools Act in 2006; and

WHEREAS, UCS operates two charter schools in the District, UC Elementary and Union Colony Charter School, each of which has its own charter and its own charter contract; and

WHEREAS, Union Colony Charter School was authorized for grades 8-12 in 1995 and expanded to grades 6-12 in 2007; and

WHEREAS, UC Elementary was authorized for grades K-5 in 2012; and

WHEREAS, the UC Elementary charter expires in June 2015 and the Union Colony Charter School’s charter expires in June 2037; and

WHEREAS, due to changes in the law after 2004, Union Colony Charter School’s funding formula is different than the funding formula for UC Elementary; and

WHEREAS, though it was not chartered with UC Elementary, Union Colony Charter School Grade 6 is housed at UC Elementary and is funded in accordance with the UC Elementary charter contract funding formula;

WHEREAS, for a variety of reasons, the Parties desire to continue the schools operated by UCS and administer them under a single contract; and

WHEREAS, the Board of Education (the “Board”) of the District adopted a Resolution (Attachment 1) conditionally approving a contract for the continued operations of the UCS schools under a single contract.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated by reference herein, and the mutual understandings, releases, covenants and payments contained herein, the Parties agree as follows:

1.0 Establishment of Schools.

1.1 Schools. UCS shall continue to operate three schools, which together constitute a K-12 program and shall include an elementary school, a middle school and a high school. The schools shall be referred to individually as "School" and collectively as "Schools." The governing entity of UCS shall be the Union Colony Board (the "Charter Board").

1.2 Term. This Contract is effective as of July 1, 2015, and shall continue through June 30, 2031. Although this Contract is for operation of Schools for a period of fifteen (15) 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 Schools or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

1.3 Charter School Legal Status. The Corporation is incorporated as a single Colorado nonprofit corporation. Unless the Parties agree otherwise in writing, the Corporation shall continue to operate as a Colorado nonprofit corporation and shall assure that its operation is in accordance with its articles of incorporation and bylaws. The Corporation shall notify the District promptly of any change in corporate and/or tax-exempt status.

The Corporation is organized and maintained as a single, separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, each School constitutes a public school in Colorado.

Notwithstanding its existence as a separate legal entity, the educational programs conducted by the Schools are considered to be operated by the Corporation as part of the District. As such, the Corporation is subject to Colorado laws and District policies applicable to public charter schools unless waived in accordance with Section 4.5 of this Contract. Further, the Corporation is a public entity within the meaning of C.R.S. § 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and therefore subject to the Sunshine Law and the Open Records Act.

1.4 "Days" means, unless otherwise specified, working days.

2.0 District-School Relationship.

2.1 District Rights and Responsibilities.

A. Right to Review. The Corporation shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, Board policies and regulations. All records established and maintained in accordance with the provisions of this

Contract, Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (FERPA). Records include, but are not limited to, the following:

- i. School records, including but not limited to student cumulative files, policies, special education and related services;
- ii. Financial records;
- iii. Educational program records, including test administration procedures and student protocols;
- iv. Personnel records, including evidence criminal background checks have been conducted;
- v. School operation records, including health, safety and occupancy records; and
- vi. Inspection records of the facilities.

Further, the District may make announced or unannounced visits to the Schools 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.

Further, the Corporation shall keep a record of:

- all application materials for parents and students who apply to attend the Schools, whether admitted or not, and provide these materials to the District within 10 days of the District's request to inspect and review these documents
- all students placed on a waiting list as of the preceding August 31 and provide that list to the District within 10 days of the District's request to inspect and review these documents

Further at the end of September of each school year, the Schools shall provide a copy of any material changes to the form of application materials that will be used for the following school year.

- B. Complaints. The District agrees to notify the Corporation regarding any written complaints about the Schools that the District receives. The notification shall be made within ten (10) days of its receipt by the District and shall include information about the substance of the complaint taking into consideration any complainant's request for anonymity.
- C. School Health or Safety Issues. The District shall immediately notify the Corporation 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 Corporation with access to any data and information pertaining to the Schools that it receives from the State or other sources, including but not limited to test scores, accreditation, special education and funding information.
- E. Accreditation Data and Process. No later than five (5) days following the receipt of the information, the District shall provide to the Corporation the data used by the Colorado Department of Education (Department) to conduct its analysis of the performance of the Schools and the Department's initial recommendation considering the type of performance plan each School should be required to implement. The District shall give due consideration to any appeal made by a School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it deems valid to the Department in accordance with CCR 301-1-10.03. No later than five (5) days following the receipt of the information, the District shall provide to each School the final plan assignment determination that that School shall implement and the final accreditation status assigned to that School by the Colorado Department of Education. As soon as is practical the District shall submit the District's assessment of the progress made by each School toward the goals and objectives set forth in Section 6.3 of this Contract.
- F. Access to Student Records. The District and the Corporation shall timely make available to each other cumulative files and/or student records, including but not limited to records regarding special education and related services for students. Each Party shall use such student records exclusively for fulfillment of its educational responsibilities or for compliance with the law and not for any other purpose.

2.2 School Rights and Responsibilities.

- A. Records. The Corporation agrees to comply with all federal, state and District record keeping requirements, including those pertaining to students, governance and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the Corporation shall ensure that records for students enrolling in other schools are transferred in a timely manner. The Corporation shall not withhold any student information for failure to pay student fees. Financial records shall be posted in accordance with the Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the Schools and shall be open to inspection, consistent with law, during reasonable business hours. The Corporation

further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

B. Notification Provided to the District.

i. Timely Notice. The Corporation shall timely notify the District (and other appropriate authorities) in the following situations:

1. The discipline of employees at the Schools arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
2. Any complaints filed against the Schools by any governmental agency.

ii. Immediate Notice. The Corporation shall immediately notify the District of any of the following:

1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal and/or state law;
2. Any circumstance requiring the closure of the Schools, 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 a School facility;
3. The arrest of any member of the Charter Board or School employee for a crime punishable as a felony or any crime related to the misappropriation of funds or theft or any crime of unlawful behavior involving children;
4. Misappropriation of funds;
5. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity, if applicable.

C. Compliance. The Corporation shall comply with all applicable federal and state laws, local ordinances and District policies applicable to charter schools, except to the extent that the Corporation has obtained waivers from state law and District policies in accordance with Section 4.5. A list of some, but not all, of the federal and state laws with which the Corporation must comply are listed in Attachment 2.

D. Reports. The Corporation shall timely provide to the District any reports necessarily and reasonably required for the District to meet its oversight

and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the Corporation. Failure to provide reports within ten (10) days after the date due is a material violation of the Contract, and the District may take actions outlined in Section 2.2.H.

- i. Unique School Objectives. The Corporation shall include a statement identifying the progress that each School has made during the prior school year on unique objectives, if any, as part of the UIP process.
- ii. Required financial reports in addition to posting financial data online in accordance with C.R.S. §§ 22-44-301 *et seq.* (including budget).
 1. Proposed Budget – 04/30.
 2. Projected enrollment – 04/30.
 3. Charter Board approved budget – 06/30.
 4. Quarterly financial reports – within one month of the close of the quarter.
 5. Annual audit – 10/31.
 6. End of year trial balance – 9/1.
- iii. School calendar – 04/30.
- iv. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – 06/30.
- v. Governance information.
 1. Charter Board membership (i.e., names/contact info, terms and signed Board Member Certification Forms) – 06/30.
 2. Signed Charter Board member conflict of interest disclosures – 06/30.
 3. Current bylaws – in the quarterly report following any changes.
 4. Current articles of incorporation – in the quarterly report following any changes.
- vi. Insurance certification – 09/30.
- vii. UCS shall provide an accountability report to the District by September 1 following each year of its operation. This report shall include all required accountability and accreditation information as well as a report on student enrollment and retention.
- viii. Charter Board meeting schedule for the current school year - 8/1.

- 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 the Corporation each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor.
- F. Procedures for Articles of Incorporation and Bylaws Amendments. The Corporation shall follow any requirements of the Colorado Revised Nonprofit Corporations Act in amending its articles of incorporation and bylaws and shall provide the District with notice of any such changes. The bylaws or policies of the Corporation 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 3.
- G. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.
- i. The Corporation and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
 - ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Article and Section of the Agreement that is in dispute and the grounds for the position that such Article and Section is in dispute. The matter shall be immediately submitted to the President of the Charter Board and the President of the Board of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
 - iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the Boards of the Corporation and the District for their consideration.

The submission to the Boards shall be made in writing to the other party and to the Board Presidents for delivery to the Boards, no later than forty (40) days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both Boards are required to place the item on the agenda at the earliest meetings for discussion by the respective Boards. The Board 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 of the Boards may elect to meet to identify possible solutions.

- iv. In the event that the matter is not resolved by the Boards, then the matter shall be submitted to mediation by notice in writing to the other party within thirty (30) days following the Board meetings. The thirty (30) 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, subject to either party's right of appeal to the State Board. The Parties expressly agree that the mediator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings.
- vi. If either party submits a notice of mediation, it shall at the same time request a list of three mediators from the Judicial Arbitrator Group (JAG), in Denver, Colorado. Upon receipt of such list, the other party shall strike one name from the list within ten (10) business days of receipt of the list and forward the list to the party requesting mediation. That party shall strike one name from the list within ten (10) business days of receipt of notice of the first strike and the name remaining shall be the 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. Either party may appeal to the State Board within thirty (30) days of the written release of the mediation opinion.

H. School Violations of Law or this Contract. If one or more of the Schools is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with

Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession or simultaneously.

- i. Withholding up to eight percent (8%) of the funds due to the Corporation. This remedy may be applied in situations where the Corporation could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 2.2.D by the established deadlines, failure to submit other required information or records by the date requested and failure to submit a budget to the District that meets the requirements of Section 7.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5(112)(g).
 - ii. Submitting a plan to the District to remedy the deficiency. The Corporation shall develop the plan and submit it to the District for review and comment. The plan may be revised at the discretion of the Corporation. The District may require the Corporation to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the Corporation fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program or fails to complete two or more required reports by the established deadlines.
 - iii. Seeking technical assistance from the Colorado Department of Education or another organization if one or more of the Schools is required to prepare and implement a priority improvement plan or turnaround plan.
 - iv. Requesting that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701 *et seq.*
- 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 Title 22, Part 7 of Article 30.5, the District shall, to the extent practicable, engage in a due process procedure below.
- i. The District shall give the Corporation 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 Corporation a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the President of the Charter Board or his designee shall be given an opportunity to meet with the President of the District's Board or his designee to discuss the notice within five (5) days.

- iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 2.2.H.i through iv.
- J. District Violations of School Law or this Contract. If the Corporation believes that the District has violated any provision of this Contract or law, the Corporation may initiate dispute resolution procedures in accordance with Section 2.2.G, file an appeal with the State Board or seek other remedies provided by law.
- K. If the District seeks a preliminary order under the Emergency Powers set forth in Title 22, Part 7 of Article 30.5, it shall follow the procedures set forth therein.

3.0 School Governance.

- 3.1 Governance. The Corporation's articles of incorporation and bylaws shall not conflict with its obligation to operate in a manner consistent with this Contract. The Charter Board's policies shall provide for governance of the operation of the Schools 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 or changes in the composition of the Charter Board shall be made in accordance with the procedures described in Section 2.2.F of this Contract.
- 3.2 Corporate Purpose. The purpose of the Corporation 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 such customary and ordinary ancillary activities as are normally carried out by a public school and otherwise permitted by law.
- 3.3 Transparency. The Corporation shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall provide copies of these materials to the District within ten (10) business days after each Charter Board meeting; 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.
- 3.4 Complaints. The Corporation shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, not the District's Board of Education. As stated in Section 2.1.B, the District agrees to direct any complaining party to the Corporation's internal process, so that the Corporation and the complaining party may address the complaint at the School-level, prior to any involvement by the District as authorizer, if necessary. The Corporation agrees to inform the District regarding the resolution of any complaint that it receives and processes through

the Corporation's internal grievance process policy to the Charter Board level within ten (10) days of such resolution.

3.5 Contracting for Core Educational Services. Unless otherwise agreed to in writing by the District, the Corporation 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 Corporation from engaging independent contractors to teach selected courses or provide other discrete services.

3.6 Role of Faculty Council; Cooperation with Faculty Council; Ultimate Responsibility of Charter Board. The Charter Board shall cooperate with the Faculty Council as described in the Application. The Faculty Council, consisting of all faculty members, will be the day-to-day decision-making body of the Schools, with respect to policy and procedure in the following areas:

- Selection and recommendation to the Charter Board for the employment of certified and classified staff and administration, and other personnel actions;
- General direction, school climate, and future growth;
- Design of the instructional program for students;
- Organization of the courses, programs and curriculum to give appropriate direction to the instructional process;
- Organization of the school to make the most effective use of time and human resources;
- Expenditure of funds;
- School climate;
- Annual proposal of the school budget for formal adoption by the Charter Board; and
- Resolution of other day-to-day school governance issues.

Faculty Council will establish written procedure for the conduct of the Council and its business, make provisions for conducting Council meetings, select the Council Chairperson, determine a schedule for meeting, and publish agenda and minutes.

4.0 Operation of School and Waivers.

4.1 Operational Powers. The Corporation shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the Schools; 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 Transportation. Any transportation of students to the Schools (other than special education students who require transportation as a related service) shall be the sole responsibility of the Corporation. The District may provide transportation service through a mutually agreeable plan outlined in a separate agreement.

4.3 Food Services. The Parties have agreed on anticipated features of the facility necessary for food service. The District may provide food service as part of a mutually agreeable plan outlined in a separate agreement.

4.4 Insurance. During the term of its charter, Corporation shall purchase and maintain insurance coverage. Such insurance shall at a minimum include the following:

- Commercial General Liability: Corporation will maintain Commercial General Liability insurance covering all operations by or behalf of the Corporation, including operations of any subcontractor, on an occurrence basis against claims for Personal Injury (including Bodily Injury or Death) and Property Damage (including loss of use). Such insurance will have the following limits and coverage:

Minimum Limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products and Completed Operations Aggregate

Coverages:

- Occurrence Form
- Products and Completed Operations coverage
- Personal Injury
- Contractual Liability
- Defense in addition to the limits of liability
- Sexual Abuse and Misconduct coverage
- Severability of interests provision
- Additional Insured endorsement on behalf of the District

- Automobile Liability: Corporation will maintain Business Auto Liability coverage covering liability arising out of any auto (including owned, hired, and non owned autos):

Minimum Limits:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured endorsement on behalf of the District
 - Excess coverage for employees as insured using personal vehicles on school business.
- Workers' Compensation Insurance: Corporation will maintain Workers' Compensation insurance, including Occupations Disease provisions covering the Corporation in accordance with applicable state laws and Employer's Liability insurance:

Minimum Limits:

- Workers' Compensation—Statutory Limits
- Employer's Liability:
 - \$100,000 Bodily Injury for Each Accident
 - \$100,000 Each Employee for Disease
 - \$500,000 Disease Aggregate

Coverages:

- Waiver of Subrogation in favor of the District
- Educators' Legal Liability: During the term of its charter, Corporation shall maintain Educators' Legal Liability Insurance covering its Professional Errors and Omissions with a limit of not less than \$1,000,000 per claim/aggregate. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two (2) years must be purchased (an Umbrella Policy may be used to meet the limits requirement).
- Directors and Officers Liability: During the term of its charter, Corporation shall maintain Directors and Officers Liability Insurance covering the Wrongful Acts, Errors and Omissions of its governing Board arising out of the administration of the Corporation with a limit of not less than \$1,000,000 per claim/aggregate. This coverage may be included in the Educators' Legal Liability coverage. Coverage shall also include Employment Practices Liability. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two (2) years must be purchased.

- Excess/Umbrella Liability: Corporation shall maintain Umbrella/Excess Liability on an occurrence basis in excess of General Liability, Auto Liability, and Employer's Liability insurance described above, and, if available, excess of the Educators' Legal Liability and Directors and Officers Liability coverage:

Minimum Limits:

- \$1,000,000 Each Occurrence and Aggregate
- Property Insurance: All property (building and contents) owned or leased by the Corporation will be the responsibility of the Corporation unless otherwise agreed by contract. Corporation will carry property insurance covering its owned or leased property on an all risk form, including replacement cost coverage, equipment breakdown (if applicable) and business interruption/extra expense.
- Crime Insurance: Corporation will maintain Employee Dishonesty coverage in an amount of not less than \$50,000 to protect it from theft of money and securities by employees. Coverage must also include volunteers as employees.

The District shall provide timely notice if coverage limits are changed. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII." Non-rated insurers must be approved by the District. Use by the Corporation of the Colorado School Districts Self Insurance Pool will not require preapproval by the District. The Corporation shall provide certificates of insurance to the District's Risk Manager by the date stated in 2.2(D)(vi), above. All of the Corporation's insurance policies purchased by the Corporation shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the District's Risk Manager. The Corporation shall notify the District's Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage. The Corporation is solely responsible for any deductibles payable under the policies purchased by the Corporation.

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

4.5 Waivers.

A. State Laws and Regulations.

- i. Automatic Waivers. Automatic waivers are in effect without need for additional action by either Party. The Corporation agrees to provide acceptable replacement policies for these automatic waivers.
- ii. Additional Waiver Requests. Additional waivers from state law or regulation, if any, to be requested jointly, are set forth in Attachment 4. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, or when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the Corporation. The Corporation is expected to only seek waivers if a statute or rule applies to the Schools and is inconsistent with the Schools' operational or educational needs.
- iii. Procedures for Additional Waiver Requests. The District Board of Education agrees to jointly request waiver of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 4. To the extent the State Board does not grant the requested waivers or imposes conditions upon the Corporation 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 Corporation may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board of Education approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the Schools with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

B. District Policies.

- i. Automatic Waivers. The District shall grant automatic waivers that correspond to those provisions of law subject to automatic waiver under rules of the State Board.

- ii. Additional Waivers. The Corporation shall be granted certain waivers from District policies set forth in Attachment 6.
- iii. Subsequent Waiver Requests. The Corporation may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

5.0 School Enrollment and Demographics.

- 5.1 School Grade Levels. Consistent with the Application, the Schools will serve students in grade K through grade Twelve (12).
- 5.2 Student Demographics. As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), school enrollment decisions shall be made by the Corporation in a nondiscriminatory manner as specified in the charter school application. The Corporation shall have and implement a recruitment and enrollment plan that ensures that the Schools are open to any child who resides within the District, and have a diverse student population which includes, but is not limited to, making reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch programs consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the Schools. The plan for the recruitment and retention of a student population which reflects the demographics and diversity of the community of the District shall be a primary feature of the Accountability Report and shall include a demographic analysis of how the Schools' student populations compares with District averages in free lunch, English Language Learners, minority membership, Gifted and Talented status and other areas to show how the Schools' populations reflect the demographics and diversity of community surrounding the Schools. The Corporation shall make reasonable progress toward this goal and demonstrate this progress in the above referenced Accountability Report.
- 5.4 Eligibility for Enrollment. Through the process outlined below, the Corporation shall limit enrollment of students accepted to the Schools to those who meet the Schools' age and grade requirements and are not otherwise ineligible to enroll based on criteria in Article 33 and 36 of Title 22.
- 5.5 Enrollment Preferences, Selection Method, Timeline and Procedures. Enrollment preferences, selection method, timeline and procedures are described in Attachment 7. Further, at the District's request, the Corporation shall provide a description of the lottery process at each School, including how students are placed on the waiting list, and shall notify the District in sufficient time to allow a

District representative to attend the lottery drawing if the District chooses to send a representative.

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- A. Following the application deadline and upon completing the lottery if appropriate, the Schools shall require that the student/District provide the most recent IEP or Section 504 Plan, if any.
- B. 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.
- C. When an applicant has an IEP or Section 504 Plan, prior to the decision to admit or deny admission, a screening team consisting of the School Principal or designee, the School's special education coordinator and a District representative shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and may make a determination that the services and space available at the Schools are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team does not approve placement of the student in the Schools or cannot reach consensus, the District representative shall convene a complete IEP Team to make the final determination.
- D. When a student who has intensive service needs as identified by an IEP Team applies for admission into the Schools, the School Principal shall convene an IEP Team meeting which shall include a representative of the District. When referred to an IEP Team by a screening team or the Principal, a student's application for admission is contingent upon the determination by the IEP Team and a District representative that the student can receive a free appropriate public education in the least restrictive environment at the charter 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 Schools' IEP Team meeting. Representatives from the student's prior school shall be invited to participate in the IEP Team meeting at the Schools. Additionally, an application for attendance at the Schools may be denied for a student seeking placement in the Schools 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 Schools and another District school or program without the written permission of the District and the Corporation. Such written permission shall include the manner in which the costs of instruction shall be divided between the Corporation and the District. Payment by the Corporation to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act. No student shall be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for fulltime funding at one of both schools. If no written agreement is reached, the District and the Corporation may each count the pupil as a .5 FTE for funding purposes, if the pupils' participation meets the eligibility for such funding based on state requirements.
- 5.8 Non-Resident Admissions. Subject to the Corporation's enrollment guidelines, the Schools shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Board policy and this Contract. If a School has more applicants than it has space, preference shall be given to those students who reside within the District, and then to students who are new to the District, subject to its overall enrollment guidelines. Written copies of any enrollment guidelines shall be provided to the District as soon as they are put into use. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at a School.
- 5.9 Student Movement after October 1. After October 1, any movement of students between the Schools and any District school, shall follow the District's standard administrative transfer process. If the Schools do not have an opening and the District and Schools approve an internal transfer to the Schools, the student shall be placed in the appropriate place on any waiting list. Requests for transfer to the Schools or a District school shall not be unreasonably denied.
- 5.10 Expulsion and Denial of Admission. The authority to hold expulsion appeal hearings shall remain with the District Board of Education. However, the Charter Board, or its designee, shall make findings of fact and recommendations to the District Superintendent and a decision to expel a student from the District may be appealed to the District Board. 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 students shall be the sole responsibility of the Corporation. Any special education and related services required by law to be provided to suspended or expelled students shall be the sole responsibility of the District.

- 5.11 Attendance. School students' attendance shall be in compliance with the Colorado compulsory attendance laws, including but not limited to, the required number of instructional hours and the distinction made between excused and unexcused absences. The Corporation agrees to pay the actual costs incurred by the District in enforcing the attendance provisions of Colorado's compulsory attendance laws, with respect to the Schools' students.
 - 5.12 Continuing Enrollment. Students who enroll in the Schools shall remain enrolled in the Schools through the highest grade served by the Schools, absent expulsion, graduation, voluntary withdrawal, administrative transfer, or court ordered or IEP placement. Students wishing to transfer from the Schools to another school in the District may do so only through the District's within-District transfer procedures.
- 6.0 Educational Program.
- 6.1 Vision. The vision of UCS is to provide an educational program, Kindergarten through Twelfth grade, that recognizes and attends to the many and unique needs of its students. The Schools will assure each student the opportunity to reach their full potential intellectually, socially, emotionally, and physically, while developing a love of and respect for learning. The vision encourages each student to become compassionate, productive and contributing members of society with high academic and moral standards which are sustained by a commitment to excellence in all aspects of school life.
 - 6.2 Mission. UCS will involve students in educational experiences that prepare them to excel in college or other post-secondary educational endeavors.
 - 6.3 School Goals and Objectives. UCS shall meet or make reasonable progress in each of the Schools toward the goals/objectives stated in the Application. Annual goals and objectives are stated, and revised, as part of the UIP Process
 - A. District Accreditation. The Schools shall be accredited or accredited with distinction in accordance with written District guidelines and state law. The Corporation acknowledges that these indicators may change over time and that the District agrees to provide the Corporation with opportunity for input into any proposed changes before they are finalized.
 - B. District Finance, Governance and Operations Standards. The Schools shall meet or exceed District standards, if any, for charter schools in the areas of finance, governance and operations. The Corporation acknowledges that these indicators may change over time and that the District agrees to provide the Corporation with opportunity for input into any proposed changes before they are finalized.
 - C. Opportunity for Comment. The Corporation will be given an opportunity for input and comment before the District finalizes its assessment of the Schools' achievement on the objectives listed above.

- 6.4 Educational Program Characteristics. The Corporation shall implement and maintain the characteristics of the educational program in each School, subject to modification with the District's written approval as stated in the Application, with modifications, if any, as necessary or appropriate to comply with any provision of this Contract.
- 6.5 GED and Online Programs. The Schools' educational program as contained in the application and reviewed by the District does not include an online program pursuant to C.R.S. § 22-33-104.6, or a GED and the Corporation is accordingly prohibited from offering such online or GED programs.
- 6.6 Curriculum, Instructional Program and Pupil Performance Standards. The Corporation 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 Corporation shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards and shall be consistent with the Corporation's vision and mission.
- 6.7 Response to Intervention. As to any student who does not meet academic achievement goals consistently with the Application, this Contract, or the Schools' UIP, the Corporation shall implement Response to Intervention activities, at an appropriate level.
- 6.8 English Language Learners. The Corporation shall implement a program for English language learners (ELL) that uses effective techniques to provide ELL students with the English language skills they need to meaningfully and equally participate in the School's mainstream English language instructional program. Initial characteristics of that program are outlined in Attachment 8 to this Contract. All elements articulated in Attachment 8 are in place at this time. The program described in Attachment 8 may be modified to meet the needs of students with unusual learning profiles (e.g., ELL students in special education), particular groups of students with common needs, or ongoing evaluation and adjustment, as required by subparagraph 4, below. At all times, the Corporation shall:
1. Follow appropriate procedures for identifying, assessing and exiting English language learners, consistent with state and federal law.
 2. Use research-based curriculum and resources specifically selected by the Corporation for ELL students.
 3. Provide an ELL program based on an educational theory recognized as sound by experts in the field or considered by experts as a legitimate experimental strategy with the resources and personnel to implement this theory effectively.
 4. Assess whether the program is being implemented with fidelity and conduct ongoing evaluation and adjustment of programs to ensure language barriers are actually being overcome.

5. Provide English Language Acquisition (ELA) services implemented or supervised, as appropriate, by teachers who are qualified based on acceptable evidence-based standards.

6.9 Education of Students with Disabilities.

A. IDEA-Eligible Students with Disabilities.

1. The Corporation agrees to comply with all District policies/regulations and the requirements of federal and state law concerning the education of IDEA-eligible students with disabilities, and, subject to reimbursement paid by the District to the Schools for qualified costs of School special education staff, all in accordance with District policy, shall provide special education programs and services at a level consistent with other schools in the District serving the same grade levels. The District will provide access to trainings, professional development, systematic support and guidance for special education while the Corporation will hire its own special education teachers subject to review of licensing and with the approval of the District.
2. The cost for special education services provided by the District pursuant to Section 6.9(A) is described as the "insurance model". The insurance model means that at the end of each fiscal year the District will calculate the actual cost of providing special education services to all students in the District. The District will convert that cost to a per pupil amount for all pupil FTE included in the District's official October 1 funded count. This per pupil cost will be withheld from the Corporation's per pupil funding in the next year. The cost of special education services hereunder includes oversight and support from central administrators, access to District-wide special education programs and defense of due process hearings through the administrative appeal level on the same basis as such oversight, support, access and defense are provided to other District schools.
3. The District and the Corporation agree that enrollment at the Schools is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, the responsibility for providing such transportation shall be determined in accordance with the IDEA and other applicable laws. A District representative shall participate in any meeting in which the provision of transportation for a student enrolled at the Schools is being determined.
4. The Corporation 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 Corporation and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.

5. The District and the Corporation shall jointly direct the development and/or modification of any IEP for special education students of the Schools. The District's Director of Special Education, or designee, shall maintain the same administrative responsibilities and authority in the Schools as in all other District special education programs and services. The Corporation shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the Corporation's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the Schools.
 6. The School's special education teachers are able to attend professional development and induction programs sponsored by the District.
 7. The District or the School may identify from time to time changes to the educational program of the School that are reasonably necessary to comply with applicable law for educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
 8. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.
- B. Non-IDEA-Eligible Students with Disabilities. As a recipient of federal funds, the Corporation is responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for the protections thereunder. The Corporation agrees to follow District policy in identifying students who are Section 504-eligible and providing them with reasonable accommodation.

7.0 Financial Matters.

7.1 Revenues.

- A. District Per Pupil Revenue Funding. In each fiscal year during the term of this Contract, the District shall provide:
 - i. For students enrolled in Grades K through 6: one hundred percent (100%) of adjusted PPR (calculated pursuant to CRS § 22-30.5-112.1) to the Corporation minus the actual amount of the Corporation's per pupil share of the central administrative overhead costs (up to five percent of PPR), as provided by law or as agreed to, in writing, by both parties in any subsequent written agreement; less deductions for purchased services; with the adjustment provided for in state law for charter schools formed after 2004 regarding at-risk funding when the Corporation's grades K through 6 do not match the District's proportion of at-risk students as the District and the Corporation agree that the Corporation's elementary school was formed after 2004; and less other deductions as provided

herein and adjusted as provided herein. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the Corporation for grades K through 6 shall be reflected as an adjustment to subsequent payment from the District to the Corporation.

- ii. For students enrolled in Grades 7 through 12: one hundred percent (100%) of unadjusted PPR (calculated pursuant to CRS § 22-30.5-112) to the Corporation minus the actual amount of the Corporation's per pupil share of the central administrative overhead costs (up to five percent of PPR), as provided by law or as agreed to, in writing, by both parties in any subsequent written agreement, calculated as provided by state law for charter schools formed before 2004 with no adjustment regarding at-risk enrollments, as the Parties agree that the secondary school was formed before 2004; less deductions for purchased services; and less other deductions as provided herein and adjusted as provided herein. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the Corporation shall be reflected as an adjustment to subsequent payment from the District to the Corporation.
- B. The District, upon request of the Corporation, shall allow the Corporation 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.
 - C. Federal Categorical Aid. Each year the District shall provide to the Corporation the Corporation's appropriate share of applicable federal Elementary and Secondary Education Act (ESEA) funding as determined by the District.
 - D. State Categorical Aid. Each year, the District shall provide to the Corporation the Corporation's appropriate share of applicable state categorical aid received by the District as determined by the District.

7.2 Disbursement of Per Pupil Revenue.

- A. Disbursement of District Per Pupil Revenue Funding. Commencing on July 1 of each fiscal year of the Contract term, District per pupil revenue funding as described in Section 7.1.A shall be disbursed to the Corporation in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through December funding shall be based on the Corporation's enrollment projections submitted in accordance with Section 7.4. Funding for January and subsequent months of each fiscal year shall be adjusted in accordance with Section 7.2.B. Funds shall be disbursed within five (5) days of being received by the District.

- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: January 1 of each year, funding may be revised based on the number of FTE pupils actually enrolled at the Schools as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this District and not otherwise deducted except as provided herein. Funding may also be adjusted for any services provided by the Contract or other services provided in separate agreements. 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 Corporation's funding.
- 7.3 Budget. On or before the date stated in 2.2(D)(ii)(1) of each year, the Corporation 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. The budget shall be prepared in accordance with the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this Section may result in the District initiating remedies described in Section 2.2.H.
- 7.4 Enrollment Projections. The Corporation shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by the date stated in 2.2(D)(ii)(2), 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 restricting the Schools' enrollment or otherwise inhibiting the growth of the Schools.
- 7.5 TABOR Reserve. The Corporation shall maintain its own TABOR reserve.
- 7.6 Contracting. The Corporation shall not extend the faith and credit of the District to any third person or entity. The Corporation acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and the Corporation'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 Corporation with a value greater than \$1,000 shall include the following provisions:
- A. The contractor acknowledges that the Corporation 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 Corporation arising out of this agreement are subject to annual appropriation by the Charter Board.

7.7 Annual Audit and Trial Balance. The Corporation shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in written form by the date stated in 2.2(D)(ii)(5) of each year. The Corporation shall pay for the audit. If the Corporation use the common auditor used by the District, the District may choose to pay for the audit. In addition, the Corporation shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual independent financial audit. If, for causes within the Corporation's control (including that the District has supplied the Corporation with essential information, including per pupil fund confirmation no later than July 30), the audit is not provided to the District by October 31st of each year, it shall be considered a material breach of contract, and the Corporation shall have ten (10) business days, or such other time as the Parties may agree, to cure such breach.

7.8 Quarterly Reporting. The Corporation shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(1)(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 one month 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 UCS shall be kept separate from assets, funds, liabilities and financial records of any other person, entity or organization. UCS shall keep accurate and complete records of revenues and expenses for the Schools and shall maintain a chart of accounts based on the Colorado Department of Education chart of accounts.

7.10 Encumbrances and Borrowing. During the term of this Contract, UCS shall not encumber any of its assets without the written permission of the District. Any borrowing by UCS above five percent (5%) of its budget shall be subject to prior District approval.

7.11 Loans. No loans may be made by the Corporation to any person or entity (other than an affiliated entity) for any purpose without District approval.

8.0 Personnel.

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

9.0 Service Contracts with the District.

- 9.1 Direct Costs. The Corporation and the District agree to negotiate payment to the District of the Corporation's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-112(2)(a.9)(b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply.
- 9.2 District Services. Except as is set forth in Section 6.9 which provides for the purchase of special education services, and any subsequent written agreement between the Corporation and the District, or as may be required by law, the Corporation shall not be entitled to the use of or access to District services, supplies or facilities. Such agreements by the District to provide services or support to the Corporation shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise agreed in writing.

10.0 Facilities.

- 10.1 School Facility. The Corporation shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by UCS. The purchase or leasing of real property by the Corporation for use as a school shall be subject to a review by the District to determine that the cost of such purchase or lease is reasonable as determined by market value.
- 10.2 Use of District Facilities. The Corporation may not use District facilities for activities and events without prior written consent from the District.
- 10.3 Impracticability of Use. If use by the Corporation of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the Corporation to operate the Schools.
- 10.4 Long-Range Facility Needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the Corporation to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the Schools.

11.0 Charter Renewal, Revocation and School-Initiated Closure.

- 11.1 Renewal Timeline and Process. The Corporation shall submit a renewal application by December 1 of the year before the School's Contract expires. The Board of Education shall act on the renewal application by resolution no later than 75 days after the renewal application is submitted and following a public hearing where the Schools shall have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

- 11.2 Renewal Application Contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the Corporation about its progress toward meeting the District's accreditation indicators. Requests for specific elements to be included or formats of the renewal application may be provided to the Corporation by the District prior to July 1 of the year in which the application is due. The District may modify this format in subsequent years, but shall not do so prior to seeking input from the Corporation.
- 11.3 Criteria for Renewal or Nonrenewal and Revocation. The District may terminate, revoke or deny renewal of the Contract, in whole or as to any individual school, for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3), as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation or denial of an individual School also include but are not limited to the following:
- A. Pursuant to C.R.S. § 22-11-210(1)(d), such 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. Such 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).
- 11.4 Termination and Appeal Procedures. The District shall provide the Corporation written notice of the grounds for termination which may be considered by the District Board after receiving the written recommendations of the Superintendent. Termination shall not take effect until the Corporation has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 2.2.H) for breach.
- 11.5 School-Initiated Closure. Should the Corporation choose to terminate this Contract, in whole or as to any individual School, 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 Corporation should cease all operations for whatever reason, including the nonrenewal or revocation of this Contract, the Corporation 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 Corporation; provided, however, that in doing so, the District does not assume any liability incurred by the Corporation beyond the funds allocated to it by the District under this Contract. Should the Corporation cease operations for

whatever reason, the District maintains the right to continue a School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) reassignment of students to different schools. Corporation personnel and Charter Board shall cooperate fully with the winding up of the affairs of the Corporation, including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7 Return of Property. In the event of termination or dissolution, all property owned by the Corporation that was purchased in whole or in part with funding provided by the District, including but not limited to real property, shall be returned to and shall remain the property of the District. Notwithstanding the above, the District shall not have the right to retain property leased by the Corporation, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the Corporation unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the Corporation shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

12.0 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 of Education that have not been waived shall take precedence over policies and practices of the Corporation and the Application; and policies of the Corporation and mutually-acceptable practices developed during the term of the charter contract shall take precedence over charter applications.

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, discussions, and contracts, including, without limitation, the Charter School Contract by and between the District and Union Colony Charter Schools dated July 12, 1995, are merged herein and superseded and replaced in their entirety 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. The Parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.
- 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 Corporation. 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 personal delivery (subject to verification of service or acknowledgement of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the Schools, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.
- 12.9 Severability. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein.
- 12.10 Interpretation. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application and Board of Education policies, procedures, regulations or other requirements, unless waived, compliance by the Schools shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.

Executed this 1st day of April, 2015.

WELD COUNTY SCHOOL DISTRICT NO. 6

Attest:

B. Banca

Secretary, Board of Education

By Ryan Adams

President, Board of Education

UNION COLONY CHARTER SCHOOL

Attest:

Christy Adams

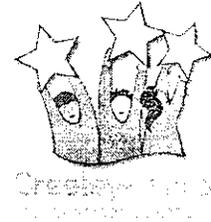
By Christy Adams
Board President

Attachment 1: District Board Resolution

See attached Resolution.

RESOLUTION

Of the Board of Education of Weld County School District 6



**RESOLUTION CONDITIONALLY APPROVING THE UNION COLONY
ELEMENTARY SCHOOL RENEWAL APPLICATION
AND COMBINING THE UNION COLONY ELEMENTARY AND UNION COLONY
CHARTER SCHOOL CONTRACTS**

WHEREAS, in August 2011, the Board of Education (“District Board”) of Weld County School District 6 (the “District”) approved Union Colony Elementary School (“UC Elementary”) as a charter school under the Charter Schools Act, C.R.S. §§ 22-30.5-101 *et seq.* (the “Act”), and entered into a charter school contract with UC Elementary on February 13, 2012; and

WHEREAS, UC Elementary is governed by the Union Colony Board, which also operates Union Colony Charter School, a sixth through twelfth grade program that the District originally approved under the Act in 1997; and

WHEREAS, the UC Elementary charter expires in June 2015 and the Union Colony Charter School charter expires in June 2037; and

WHEREAS, the Union Colony Board has applied on a timely basis to the District for a renewal of the UC Elementary charter pursuant to the Act; and

WHEREAS, in the renewal application, the Union Colony Board, on behalf of UC Elementary and the Union Colony Charter School, has asked the District to combine the UC Elementary and Union Colony Charter School charters under one contract with the intent of operating one K-12 program on terms and conditions acceptable to the District; and

WHEREAS, the District Board has held meetings in the District regarding the charter school renewal application; and

WHEREAS, the District Board has additionally considered Board policy, the Charter Schools Act, information from members of the public and the recommendations of the District’s Accountability Committee and District staff; and

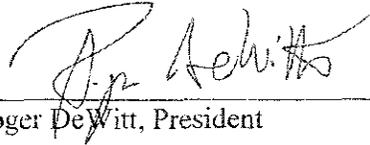
WHEREAS, the Board of Education finds that conditional approval of the UC Elementary charter renewal application and unification of the UC Elementary and Union Colony Charter School charters under one charter contract is consistent with the best interests of the District, its students and the community.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Weld County School District 6 that the charter renewal application of UC Elementary is conditionally approved, and the UC Elementary and Union Colony Charter School charters are combined, subject to the following terms and conditions as well as any others required by law:

1. That a new contract acceptable to the Union Colony Board and the Board of Education and consistent with applicable law and District practice, be negotiated and signed by April 27, 2015, unless extended by mutual agreement of the Union Colony Board and the District.

2. The contract shall have a term of not less than four years or longer than fifteen years with the exact length of the term to be negotiated and included in the final contract.
3. In addition to other standard terms and conditions, and for purposes of funding, the per pupil revenue for all K-6 students shall be calculated using the method in state law for charter schools formed after 2004 and the per pupil revenue for all 7-12 students shall be calculated using the method in state law for charter schools formed before 2004.

GIVEN under my hand and the Executive Seal of Weld County School District 6, this 26th day of January 2015.



Roger DeWitt, President

Attest: 
Secretary

Attachment 2: Selected State Laws Applicable to Charter Schools
(Colorado Revised Statutes, unless otherwise noted)

Governance, Records and Charter Schools

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

Safety and Discipline

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

Educational Accountability

14. Educational Accountability: 22-11-101 *et seq.* (especially 22-11-210 and 22-11-401 *et seq.*)
15. Accreditation: Accreditation Rules of the State Board of Education: 1 CCR 301-1
16. ESEA Act: P.L. 107-110

Curriculum, Instruction and Extracurricular Activities

17. Instruction in federal and state history and government: 22-1-104
18. Honor and use of the U.S. Flag: 22-1-106
19. Instruction in the Constitution: 22-1-108, -109
20. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
21. Online programs: 22-33-104.6
22. Participation in sports and extracurricular activities: 22-32-116.5
23. Content standards: 22-7-407

Exceptional Students

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

Finance

30. School Funding Formula: 22-54-104(3)
31. Funded pupil enrollment: 22-54-103(10)
32. Tuition: 22-20-109(5), 22-32-115(1) and (2), 22-54-109
33. Fees: 22-32-110(1)(o) and (p), 22-32-117
34. Allocation of funds for at-risk students: 22-54-105
35. Colorado Department of Education Financial Policies and Procedures
36. Excess tuition charges for out-of-district special education students: 22-20-109(5)
37. Participation in PERA: 22-30.5-512 and 22-30.5-111(3)
38. Financial Transparency Act: 22-44-301 *et seq.*

Attachment 3: Conflict of Interest Form

Union Colony Schools Board Member Certification Form

The Union Colony Schools (UCS) Board ("UCS 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 UCS 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 UCS Board.
 Yes, I affirm.
3. Indicate whether you have ever been convicted or pled "no contest" of one or more of the following:
 - a. a misdemeanor related to honesty or trustworthiness, or
 - b. a felony.
 Does not apply to me.
 Yes

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

4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or not-for-profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
 Does not apply to me.
 Yes
-
-

Conflicts

1. Indicate whether you, your spouse or anyone in your immediate family (in accordance with C.R.S. § 7-128-501(5), an immediate family member is a spouse, descendant, ancestor,

sibling, spouse or descendant of a sibling, or a designated beneficiary) meets either of the following conditions:

- a. Is doing or plans to do business with UCS (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 UCS.

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 UCS.

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

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

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

3. Indicate any potential ethical or legal conflicts of interest that would (or are likely to) exist for you as a member of the UCS Board or another school or nonprofit board.

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

Other

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

- I affirm

I, _____, certify to the best of my knowledge and ability that the information I am providing to the Weld County School District No. 6 in regard to my application to serve as a member of the board of directors of the UCS is true and correct in every respect.

Signature

Date

Attachment 4: Automatic Waivers of State Laws

22-9-106, C.R.S. Local board duties concerning performance evaluations
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)(l), C.R.S. Local board duties concerning school calendar
22-32-109(1)(n)(ll)(A), C.R.S. Determine teacher-pupil contact hours
22-32-109(1)(n)(ll)(B), C.R.S. Adopt district calendar
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 to in-service training and official conduct
22-32-110(1)(ee), C.R.S. Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S. Employment and authority of principals
22-33-104(4), C.R.S. Compulsory school attendance-Attendance policies and excused absences
22-63-201, C.R.S. Teacher Employment Act-Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202, C.R.S. Teacher Employment Act-Contracts in writing, damage provision
22-63-203, C.R.S. Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal
22-63-206, C.R.S. Teacher Employment Act-Transfer of teachers
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

Attachment 5: Additional Requests for Waiver of State Laws and/or Regulations

None at this time

Attachment 6: Additional Waivers of District Policies

None at this time.

NOTE: The parties agree that UCS is neither expected nor required to adopt waivers of Board of Education Policies and Procedures that by their own terms or by express terms of this contract are not applicable to UCS.

Attachment 7: Enrollment Preferences, Selection Method, Enrollment Timeline and Procedures, & Recruitment Plan

Enrollment Preferences.

Enrollment preferences shall be given to the following types of students:

- i. Staff Members' children and grandchildren, Board Members' children, and children of former graduates;
- ii. Siblings of students already enrolled in UCS shall be automatically enrolled according to space availability.

Selection Method.

When the number of applicants exceeds the number of spaces available, students shall be selected by a random lottery, no placement interviews, testing or assessment of any students or parents shall occur until a student has been selected by the random lottery method or admitted by the enrollment preferences listed above. If additional spaces become available after the initial selection, students shall be offered admission based on their order on the waiting list. Any spaces available after all students on the waiting list have been offered admission shall be filled on a first-come, first-served basis.

Enrollment Timeline and Procedures.

UCS may establish its own enrollment timeline and procedures subject to the following conditions:

- i. The lottery shall be held no earlier than January 1 and no later than March 15 of the year for which enrollment is being selected.
- ii. Based on space availability, UCS shall continue to accept students from its waiting list or, if the waiting list is exhausted, from parents submitting applications after the deadline for the lottery up until October 1. UCS may accept students after October 1 following the District's administrative transfer process. Request for a transfer to UCS shall not be unreasonably denied.
- iii. Enrollment limitations based on CRS 22-30.5-109(7) must be specified and agreed to in writing before each school year begins and subsequent changes to these limits must also be agreed to in writing by both parties.

Attachment 8

English Language Learner Program

Implementation Plan

Union Colony Schools will implement a program that emphasizes use of Sheltered Instruction and small group instruction of ELL students. Instruction shall be structured to ensure that the ELL students master the required essential knowledge and skills and higher order thinking skills in all subjects. ELL students will receive small group instruction to support English language development. Native language support may be used to the extent groups of students share language skills and needs so that grouping for this purpose is practicable.

In the UCS Elementary School:

- for those students whose English proficiency is at beginner or intermediate level students will be placed in an ELL class during their literature block to acquire the language skills to be successful in the skills development and regular classroom course work. In order to develop the oral language skills necessary to be successful in reading acquisition additional time will be taken from the reading block for beginning levels students until they have gained the necessary language skills to begin the Direct Instruction Mastery Reading program. In addition, during regular classroom lessons teachers will implement appropriate Sheltered Instruction strategies and/or preview essential vocabulary before the lesson.
- For those students with a proficiency level of High or Advanced High the classroom teachers will be trained in Sheltered Instruction. Teachers will provide their ELL's support in English through research-based strategies. These may include but not be limited to visuals, gestures, adapted text, pre-teaching vocabulary, modeling, graphic organizers, native language for key concepts, chunking information, word bank, etc. These strategies will be used at the teacher's discretion during content area lessons.

Union Colony Schools will assess the achievement and growth of ELL students on an ongoing basis and will implement any changes necessary or appropriate to assure success of ELL students.

English Language Learners

Students that are determined to be ELL students through the Home Language Survey and, if necessary, staff evaluation will be placed under the supervision of one of the school's ESL staff members. It is our belief that at the elementary level the design of the Direct Instruction Language Arts program will support the student's need to develop English Language proficiency, using the methods outlined above, by the fifth grade. This program begins with oral language and establishes this basic foundation through techniques that are appropriate for students without prior English language knowledge.