

CHARTER SCHOOL CONTRACT

between

**SCHOOL DISTRICT NO. 1 IN THE
CITY AND COUNTY OF DENVER
DENVER PUBLIC SCHOOLS**

and

**SOAR
(A CHARTER SCHOOL)**

JULY 2018

DPS CHARTER SCHOOL CONTRACT FOR

SOAR

This Contract, effective the 1st day of July, 2018 is made and entered into between School District No. 1 in the City and County of Denver and State of Colorado (the "District") and SOAR, a public school organized as a non-profit corporation (the "School" or "SOAR"), (collectively, the "Parties").

RECITALS

WHEREAS, on April 6, 2009, the Board of Education (the "Board") of School District No. 1 in the City and County of Denver, State of Colorado (the "District") received an application for consideration of a charter school referred to as SOAR;

WHEREAS, on June 18, 2009, the Board approved the charter application of SOAR;

WHEREAS, SOAR opened to serve students in the 2010-2011 school year;

WHEREAS, on November 29, 2012, the Board approved a renewal application for SOAR;

WHEREAS, on November 20, 2014, the Board approved a renewal application for SOAR;

WHEREAS, on July 5, 2017, the Board received a charter renewal application for consideration from SOAR;

WHEREAS, on November 16, 2017, the Board of Education approved the charter renewal application for SOAR;

NOW THEREFORE in furtherance of the foregoing recitals, the Parties agree as follows:

AGREEMENT

1. ESTABLISHMENT OF SOAR

As authorized by the Charter Schools Act, the District hereby approves the Charter School Contract for SOAR, upon the terms and conditions set forth in this Contract as well as the terms and conditions outlined in Resolution #3844 which is hereby incorporated into this Agreement. The School further acknowledges failure to meet the performance objectives outlined in this Contract or failure to adhere to the terms and conditions of this Contract renders the Contract subject to revocation pursuant to the terms of this agreement and or the Charter School Act.

The School acknowledges that this charter is conditional upon the School's compliance with the conditions stated in Resolution #3844. The School further acknowledges that failure to comply with these conditions is a material breach of this contract and may result in revocation of the School's charter, or withholding of funds, or other action deemed appropriate by the

- C. Amendments. No amendment to this Contract will be valid unless ratified in writing by the District Board and the School's governing body and executed by authorized representatives of the Parties; except that the Board delegates to the Superintendent or his designee the authority to ratify non-material amendments, such as amendments regarding a change in educational programming which is consistent with student performance standards, so long as the ratification is in writing and executed by the Superintendent or his authorized designee.
- D. Governing Law and Enforceability. This Contract will be governed and interpreted 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 will 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, and to negotiate in good faith to adopt any necessary or appropriate replacement provision.
- E. 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.
- F. No Third Party Beneficiary. This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.
- G. 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.
- H. Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

5. CORPORATE STATUS

The School is organized as a non-profit corporation subject to the following terms and conditions:

- A. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law.
- B. Corporate Purpose. The purpose of the School as set forth in its articles will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §§ 22-30.5-101, *et seq.*
- C. Governance. The School represents that it is and shall maintain its status as a non-profit corporation that holds the charter. The articles of incorporation and bylaws of the School will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The articles of incorporation and bylaws are attached to this Contract as Appendix B. Any modification of the

- D. Faith and/or Credit Contracts with Third Parties. The School shall not have authority to extend the faith and credit of the District to any third party and agrees that it will not attempt or purport to do so. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District and agrees to include a statement to this effect in each contract or purchase order it enters into with third Parties. The School acknowledges that the same provisions in law that apply to the District itself limit the School's authority to contract.
- E. Indemnification. The School agrees to indemnify and hold the District, its Board members, officers, employees, and agents harmless from all liability, claims and demands arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the School's operation or the conduct of any of the School's employees, agents, or representatives. The School's indemnification and hold harmless obligation shall include all damages, attorneys' fees, costs, and expenses incurred by the District. The District may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges, or proceedings. This provision will not be deemed a relinquishment or waiver of applicable immunities or other limitations of liability available to the School, or the District under law. This indemnification obligation will not be interpreted or applied to make the School financially responsible for claims against the District made by third parties and based on conduct occurring at the School by District board members, officers, or employees operating within the scope of their responsibilities to the District.
- F. Formal Notification of Legal Action. The School shall provide written notice to the District in the event that the School is named as a defendant in a threatened or current legal action. Such notice shall be given no later than fifteen business days after the date at which the legal action was filed or threatened.

8. FOOD SERVICES

- A. If requested to do so by the School, the District will provide free and reduced price meals to qualifying students in a manner determined by the District and in accordance with School Board policy and applicable federal and state law.

9. EDUCATIONAL PROGRAM

- A. Characteristics. The School shall implement and maintain the following characteristics of its educational program, subject to modification with the District's written approval:

The school will accomplish its vision through a comprehensive educational plan that provides for highly focused instruction delivered by highly qualified teachers. SOAR's core elements are as follows:

- o Rigorous Academic Instruction
- o Enrichment Offerings
- o Active, Inquiry Based, Classroom Approach
- o Ongoing Professional Development & Coaching
- o Development of Teacher Capacity & Leadership Opportunities

the educational services and programs as outlined in the Management Agreement during any phase-out period for the School, even if the Service Provider has submitted an intent to terminate the Management Agreement.

- F. Staff Qualifications. Each teacher and all applicable staff shall meet the applicable qualification requirements for teachers under state and federal law, as amended from time to time. The School shall ensure that it submits data verifying the qualifications of all teachers and applicable staff to DPS by the date specified by DPS annually and subsequently for staff hired during the school year within four weeks of hire. Teachers who are not qualified pursuant to applicable state and federal law may not continue to be employed as classroom teacher and/or teacher of record in those classrooms where they are not qualified to teach and the School shall assure that all students have appropriately qualified teachers of record at all times. The District reserves the right to take action to ensure this obligation is met, including the right to require the removal of a teacher.
- G. Staffing. The approved School Application includes a staffing and leadership plan designed to provide the educational program. The District may initiate a Right to Review, pursuant to Section 10. K of this Contract if the School is proposing or has undertaken changes to its staffing plan that the District reasonably believes are likely to have a substantial adverse effect on the School's ability to deliver the education program as approved. Furthermore, the School agrees to notify the District of a change in School leader within 10 business days of such change.
- H. Staff Training. The School agrees to provide all staff with the training necessary to be effective in their positions, including any training required by local, state, or federal law.
- I. Assessment.
 - a. The School shall participate in all testing programs required by the State of Colorado, currently including, but not limited to, the Colorado Measures of Academic Success ("CMAS"), Colorado ACT/SAT, READ Act aligned Early literacy assessments, Universal Gifted Screening, and any applicable placement and assessment tests for English Language Learners, including but not limited to ACCESS and W-APT, as they exist now or may later be amended. The School shall attend all District required training sessions, maintain test security, and administer the tests consistent with all relevant state and District requirements, including District-developed testing ethics and administration procedure training to school staff. The School shall follow professional and ethical standards. Violation of this provision of this Contract shall be deemed a material violation.
 - b. The School shall comply with the requirements of the Colorado Reading to Ensure Academic Development Act (READ Act), C.R.S. §§22-7-1201, *et seq.* including but not limited to:
 - i. Student promotion and retention criteria
 - ii. Progress monitoring and interventions for struggling students
 - iii. Parent communication
 - iv. Assessment administration
 - c. The School shall be required to implement interim assessments, described in the Application submitted by the School or as approved by the District.

performance. The School will have the ability to review the SPF prior to its release and provide comments on accuracy, access to student level data, and access to the rubrics outlining how SPF metrics are calculated.

- i. If the School Performance Framework is not available on a timeline to inform accountability processes, the following performance targets shall be used as a proxy for a rating of "Meets Expectations" on the overall District School Performance Framework. In order to be considered as meeting performance expectations the School must meet all applicable targets in their entirety:
 1. On the CMAS Assessment, the average scale score of students shall be within 5% of their similar schools cluster in both English Language Arts and Mathematics;
 2. The School's overall ACCESS MGP will be at or above 50;
 3. For high schools, 35% of students will meet college readiness benchmarks on the SAT in reading and 20% of students will meet math SAT college readiness benchmarks; and
 4. The school will meet SPF status benchmarks on their early literacy assessment.
- ii. For the purposes of this Contract, the District and School have mutually agreed to the performance benchmarks that shall constitute adequate progress towards meeting SPF expectations. To be found to have made adequate progress, the School must meet the following performance benchmarks in their entirety.

SOAR shall be rated as "Meets Expectations" or "Distinguished" on the 2018 and 2019 District SPF.

- C. CMAS or comparable required State Assessment. Student results, including those measuring longitudinal growth and levels of proficiency, on state-required assessments shall equal or exceed results for schools serving comparable students district-wide.
- D. ACCESS or comparable State-mandated test of English Language Proficiency. Student growth on state-required assessments of English language proficiency shall equal or exceed results for schools serving comparable students district-wide.
- E. State and Federal Accountability. The School shall meet all State accountability requirements of the Educational Accountability Act (C.R.S. §§ 22-11-101 *et seq.*), as amended by SB 09-163 and shall meet all Federal accountability requirements not explicitly waived in the Colorado Department of Education's (CDE) ESEA Flexibility Request or subsequent provisions under ESSA.
- F. Evaluation and Progress Monitoring. The School shall be subject to review of its operations, including related records, when the District, in its sole discretion, deems such review necessary. The District determines the process and method by which it collects and analyzes data and the School agrees to cooperate with the District and submit any required documentation.

The District shall have the right to approve or reject the plan, and to monitor implementation of the plan. As part of the Corrective Action Plan, the District may require that the School identify specific interim performance objectives to be set and that this Contract be amended to include these interim performance objectives. These objectives must be agreed upon by the School and District and this right shall not supersede other rights provided around District action. If the School disputes these requirements, the School and District shall undergo the Dispute Resolution Process described in Section 25 of this Contract.

- a. The School acknowledges that achieving the Performance Objectives and complying with the material terms of this Contract is critical to meeting the needs of students in the District. The School shall actively monitor its own progress towards achieving the Performance Objectives and any benchmarks outlined in a corrective action plan, as applicable. If the School continues to fail to meet the Performance Objectives, the School agrees that its Board will consider the option of relinquishing this Contract. Further, the School acknowledges that a failure to meet the Performance Objectives is a material breach, as outlined in Section 20 of this Contract.

11. ENROLLMENT

- A. Enrollment Policy. As required by the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3), the School shall make enrollment decisions in a nondiscriminatory manner and shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District. The School will develop and implement an annual recruitment plan, designed to provide access to all student populations which includes, but is not limited to, enrolling students that are eligible for free/reduced lunch, students with special needs, and English language learners, and represents the diversity of the District. The District may review this recruitment plan at any time upon reasonable request to the School.
- B. Enrollment Milestones. The School acknowledges that during the course of this Contract, it is critical to the ongoing viability of the School that the School maintain consistent enrollment aligned with District Projected Enrollment ("Projected Enrollment") which the School shall have the opportunity to review and negotiate before being finalized. The following milestones are established regarding enrollment:
 - a. During the year preceding opening of the School:
 - i. By the end of the first round of SchoolChoice (the District's district-wide enrollment system), on or around February 28, 2018, the School shall have and maintain enrollment of the greater of the following two levels: 60% of its Projected Enrollment or 75 funded students; and
 - ii. By May 15, 2018, the School shall have and maintain enrollment at the greater of the following two levels: 80% of its Projected Enrollment or 100 funded students.
 - b. During all subsequent years of operation, by the end of the first round of SchoolChoice, on or around March 15th, the School shall have and maintain enrollment of at least 80% of its Projected Enrollment for the following

regional preference or boundary for students residing in that zone, to the extent that such preference is in compliance with the rules regarding start-up grants from CDE that the School receives.

- iii. Once a student has been admitted through an appropriate process, including student enrolled at the School prior to the approval of this Contract, the school becomes that student's School of Record and that student may remain in attendance through subsequent grades, without regard to any priorities listed above.
- b. Student Movement After the First Round of SchoolChoice. To accommodate students physically moving into the District after the first round of SchoolChoice, the School agrees to enter placeholder slots to provide equitable access for students arriving after First Round Choice at a level defined by the District based on regional or neighborhood trends and at a level consistent to access provided by other area schools. Levels will be determined annually, no later than February 15, through a transparent, data-driven process with the District-Charter Collaborative Council, which will make a recommendation to the Superintendent. The District will be responsible for filling placeholder seats. As an outcome to the lottery, placeholder slots may end up on the accepted student list or on the waitlist. Between February 1st and the last Monday in the month of August, any student who moves into the District shall have the right to request one of the placeholder slots. The School shall hold these placeholder slots until the last Monday in the month of August, at which time it can draw students off its waitlist to fill any remaining slots so that the Schools can reach its target enrollment by the October Count Date.
- c. Student Movement After October Count Date. Pursuant to Colorado state law, students who enroll in the School shall have the right to remain enrolled in the School through the end of the school year, absent expulsion, graduation, court ordered placement, or IEP placement. After the October Count Date, any movement of students between the School and any District school (including the school serving the student's resident address that is not operated pursuant to a charter school contract) is subject to an agreement between the School and the Superintendent or his designee. The School agrees to use the standard District administrative transfer process. The School's enrollment will be counted on or before the October Count Date of each year, by a process implemented by the District. The School's waitlist cancels as of the October Count Date and should a student withdraw from or otherwise depart from the School after the October Count Date, the School will be required to make the vacated enrollment slot available to a student moving into the District or for an administrative transfer, if such student requests to enroll at the School. By the 2020-2021 school year, the School shall accept students into vacated seats at all grade levels, if it is not doing so currently.
- d. Enrolling New Students Moving into the Community. Schools operating in District facilities and/or serving neighborhood boundaries/ enrollment zones shall enroll new students that move into the region surrounding the school after the October Count Date, at a level consistent with access provided by other schools serving the neighborhood boundary/enrollment zone, even if current

- d. The School shall 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.
- e. The School shall provide English Language Acquisition (ELA) program services by ELA teachers who are fully qualified based on acceptable evidence-based standards such as completion of the District's ELA training program or a District approved training program as designed by the School, or possession of a current Culturally and Linguistically Diverse certification.

The District and School will work collaboratively to ensure that the ELA program complies with state and federal law as well as any court order applicable to the District's ELL programs, including the Consent Decree adopted by the US District Court in the case of Congress of Hispanic Educators v. DPS (1:95-DV-02313), in a manner that preserves the essential nature of the unique educational program of the School. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of English Language Learners, the District's position will control, provided the School may pursue dispute resolution while implementing the District's interpretation.

13. STUDENTS WITH DISABILITIES

- A. Students with Disabilities. Notwithstanding anything in this Contract to the contrary and unless otherwise agreed to by the Superintendent or his designee and the School, special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), or the Americans with Disabilities Act (ADA) shall be provided as follows:
 - a. The District's Responsibilities. The District, as the Local Education Agency (LEA), is responsible for ensuring that the requirements of federal special education law and regulations are met in the School, and that special education and related services are provided in the same manner that the District provides such services in other schools in the District. Accordingly, the District will provide forms, documents, and procedures. Regardless whether the District or the School provides special services staff, the District will oversee and monitor all referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities. If the School chooses to employ its own special service providers, the school will ensure that there is adequate staff to meet the services identified for students with disabilities based on student-staff ratios. Additionally, the District will oversee procedural compliance with federal and state law and regulations concerning the education of students with disabilities. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position will control, provided the School may dispute

outlined herein. The District shall notify the School at least 12 months prior to the intended opening of the center-based program. The District and School shall work jointly to determine if the School is an appropriate host for one or more programs to serve students with severe special needs. In the event the District and the School agree to place students with severe special needs at the School, the School and the District agree to address all issues necessary or proper to the implementation of necessary programming, including but not limited to the anticipated nature and characteristics of the severe needs program or programs to be maintained by the School, the role of the School and District personnel in the delivery of services to such students, the expected content of communications to parents or the public regarding such services or program, responsibility for student transportation, and the financial arrangements to support such services or programming.

- a. Funding for students in a center-based program. Schools that serve students with severe special needs shall receive funding and support from the District in accordance with state and federal law, including, but not limited to, the following: the standard per pupil operative revenue per the formulas in place for that school year; salaries of staff, equal to the average salaries of the District staff working in comparable programs; and direct initial funding to the program that is equitable with levels of funding provided to comparable District programs serving comparable students. The District agrees to make available upon request timely information regarding the cost of services being provided to students with severe special needs by program types and schools.
- b. Program design and staffing for a center-based program. The District and the School shall engage in a collaborative process to outline the program design. Parties will mutually agree to the timeline for implementation as well as the program materials and approaches to be utilized. The design, staffing and structure of the program must be in compliance with the IDEA. For any disagreements between the School and District which may impact compliance with IEPs or the IDEA, the District's decision shall control. Staff members working in the center program shall be employees of the School, not of the District. As such, the School shall ensure that all staff members meet the licensure standards applicable throughout the District and actively participate in the necessary training to maintain their skills and licensure; and implement and provide special education services in accordance with the terms and conditions of each student's IEP. The School shall provide to the District, prior to making a final offer of employment to each prospective staff member for the center based program, the following information and documentation regarding such prospective staff member:
 - i. Copy of current license, registrations, and/or certifications
 - ii. Proof of completion of education requirements
 - iii. Resume/References
 - iv. Background Check
 - v. Drug Screening (if necessary as determined by DPS or if required

student's application for admission is contingent upon the determination by the enrollment team that the student can receive a FAPE in the LRE at the School, subject to the provisions outlined in Section 11.A above. If the determination is that FAPE is not available, the student's application for admission will be denied and the student's current placement will remain as determined by the student's current IEP.

- e. 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 will 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 504 Plan review meeting is held and the IEP or Section 504 Plan is changed.
- E. Responsibility to Defend. The District will handle, at its cost, administrative and court proceedings and provide for the defense and payment of any claims, awards, or damages, including attorneys' fees, resulting from any alleged violation of any applicable law or regulation pertaining to the education of students with disabilities who are enrolled in the School, provided that the School gives its full cooperation to and follows the advice and instructions of the District in special education and 504-related matters, and is in compliance with the terms of this Contract.
- F. Third Party Providers and Consultants. Because the District remains responsible for special education services in the School under federal law, the School shall not engage the services of any third party to provide special education and/or related services, without first obtaining the written approval of the District, which approval the District may withhold in its sole discretion. In the event that the School believes that an arrangement for a third party to provide special education and related services is needed, the School shall make a written request for the same to the District, setting forth the reasons for such request. The District will initiate discussions with the School administration as needed, and will make a decision regarding the requested third party services on the same basis as such decisions are made in and for other District schools.
- G. Compliance with Charter Schools Act. The Parties acknowledge that they have negotiated alternative arrangements for the provision of federally required educational services, as permitted by C.R.S. § 22-30.5-112 (2) (a.8), and that this Contract sets forth the agreed terms of those arrangements.
- H. Discipline of Special Education Students. The School shall ensure that each School's discipline policy as implemented for students with disabilities is in compliance with Section 22-32-109.1 and 22-33-105 of the Colorado Revised Statutes and the out-of-school suspension and expulsion procedures outlined in DPS Board Policy JK and Regulation JK-R, each as revised from time to time, or if the School receives a waiver from Board Policy JK and Regulation JK-R, as outlined in the School's replacement policy, to ensure equity across all students.

District owned land, furniture and equipment, if any, and will consider any request of the School for the use of such resources by the School. The District shall publish an annual list of available district facilities and land pursuant to C.R.S. § 22-30.5-104(7.5)(a).

- d. Access to District Facilities. The School shall have the right to apply to the District for consideration for District facilities pursuant to the District's policies regarding facility allocation and co-location and the established District facility allocation and co-location processes. If a School is approved for placement in District facilities, the District shall make the space available without charging rent, and all other applicable services for operations and maintenance shall be made available at cost, according to the terms of the Facility Use Agreement. The Facility Use Agreement will outline mutual responsibilities of the School and the District that are necessary for the School to occupy a District owned facility. The term and duration of the Facility Use Agreement shall match the term and duration of the Charter Approval of the public school in that facility, subject to the terms and conditions of the Facility Use Agreement.
- e. Notice of Bond Elections. The District Board shall provide the School with advance notice of any District Board of Education meeting at which it considers a proposed District General Obligation Bond Elections for charter capital construction needs, in accordance with the requirements set forth in CRS § 22-30.5-404, or a proposed mill levy for the purpose of financing capital construction in accordance with CRS § 22-30.5-405.
- B. Location. The location of the School shall be consistent with the School Application and acceptable to the District. The School shall be located at 4800 Telluride Street, Denver, CO 80249. The School may change its location only after obtaining written approval, and such approval shall not be unreasonably withheld, from the District Board, subject to such terms and conditions as may be specified by the Board. Any change in location of the School shall be consistent with the Application and acceptable to the District.
- C. Use of the Facility by the School. If the School operates in a District facility, the School will use the facility for the sole purpose of operating a public school as authorized by this Contract and only those activities ordinarily incidental to the operation of a public K-12 school will be permitted on the School premises. The School's use of such facility shall be governed by a separate Facility Use Agreement to be negotiated by the parties. Further, if the School operates in a District facility, the School may not lease, sublet, or otherwise grant to any third party any right to enter upon or use the premises without the written approval of the District, provided that the School may permit use of the facility by persons or groups associated with it for functions and activities consistent with the use of a public school building, and in accordance with District policies regarding facility use or an alternative policy agreed to by the District. In any event, the School will not carry on, nor will it permit, any activity that would threaten or endanger the health or safety of occupants, the structural integrity of the facility, or the insurability of the facility.
- D. Certificate of Occupancy. If the School is located in a private facility, it shall

- f. Transaction Records. The School shall record all financial transactions in general, appropriations, and revenue and expenditures records. Appropriate entries from the adopted budgets shall be made in the records for the respective funds. Separate accounts shall be maintained for each of the funds.
- g. Fund Transfer. The School shall not transfer funds from one fund to another without a charter school board resolution authorizing such action.
- h. Fund Repayment. The School shall repay inter-fund loans within three months after the beginning of the following budget year.
- i. Reconciliation and Public Inspection. The School shall assure that all financial records for the School are maintained at the School administrative office, are posted and reconciled at least monthly and are open for public inspection during reasonable business hours.
- j. Annual Budgets. The governing board of the School shall adopt an annual budget and a budget statement for all funds that describes the major objectives of the educational program and manner in which the budget proposes to fulfill such objectives. On or before May 1st of each year, the School will submit to the District a draft proposed budget for the upcoming fiscal year. The District will review and contact schools if there are any areas of serious concern within two weeks of submission. On or before June 1st of each year, the School will submit to the District the School's adopted budget for the upcoming fiscal year (July 1st to June 30th) that has been reviewed and approved by the School's governing board. If the budget submitted by the School does not comply with this Contract, and if the District and the School are unable to agree upon modifications to the School's proposed budget, the District may approve the School's budget with modifications reasonably necessary to ensure that the budget provides sound fiscal management and supports the educational program. The School is required to provide reconciliation between the beginning fund balance on a budgetary basis and on a modified accrual basis of accounting. The reconciliation shall include but need not be limited to the liability for accrued salaries and related benefits. The reconciliation shall be included with the final version of the amended budget and the annual audited financial statements. The School shall not expend any moneys in excess of the amount appropriated by resolution for a particular fund, may not non-appropriate annually contingency reserves in excess of 15% of annual budgeted appropriations, and shall not have a deficit in the School's unassigned fund balance or proprietary fund unrestricted net position if reported. The School shall adopt a budget and an appropriation resolution for each fund for each fiscal year, prior to the beginning of the fiscal year. The budget shall:
 - i. Be presented in a summary format which is understandable by any layperson reviewing the budget;
 - ii. Be presented in a summary format that will allow for comparisons of revenues and expenditures among District schools by pupil;
 - iii. Be presented in a format that itemizes expenditures of the School by fund and by pupil;
 - iv. Show the amount budgeted for the current fiscal year;

b. Mill Levy Funds. The District shall pay to the School its proportionate share of all Mill Levy Override Funds for which it is eligible in accordance with the District's plan as required by C.R.S. § 22-32-108.5 beginning in the 2019-2020 school year. The School agrees to use such funds in accordance with Board approved guidelines and ballot measure language approved by voters. In the case of Alternative Education Campuses, the District shall pay to the Schools its share of the 1988 Mill Levy Override Funds in accordance with annually published District guidelines governing the use of such funds.

c. Categorical Aid.

i. Federal: Each year the District shall provide to the School the School's proportionate share of applicable federal Every Student Succeeds Act (ESSA) funding (e.g. Title I, Title II, Title III, Title IV or Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation. In order to receive the full share of Federal funding, the School must fully participate in the ESSA requirements as receiving schools for students choosing to leave an underperforming school.

ii. State: By January 15th the District shall provide to the School the School's proportionate share of applicable Gifted and Talented and CDE-40 Transportation funds so long as the school is in compliance with all state and district regulations. CDE funding for ELPA is determined by the State's finalized October Count with budget approval from the State Legislature. CDE allocates Amendment 23 capital construction funds to the District on a rolling basis determined by the date each payment request is sent to CDE. Within 15 business days of receipt of ELPA, Amendment 23 capital construction, and any other State Categorical Aid, the District shall provide to the School the School's proportionate share of applicable state categorical aid received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required.

d. The District shall distribute funds to the Network pursuant to C.R.S. 22-30.5-112(3)(a)(IV).

e. Participation in Other District Programs. No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of the instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter School 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 full time funding at one or

such system and shall adhere to all District directives, processes and timelines, with respect to such use. Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met including such documentation as is required to verify student enrollment. In addition, the data recorded in the student information system informs certain measures on the District SPF and the State SPF. The School shall install and maintain such equipment as is necessary to use such system. The District shall provide access to the system and timely support for its use as part of its role to authorize and oversee the School.

- iv. Direct Costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. §§22-30.5-112(2)(a.9), (b.5). Such negotiations shall be concluded by June 15th of the year preceding that to which the costs apply or at a mutually agreed upon time by the District and the School.
- v. Other Purchased Services. The School may request that the District negotiate for the direct purchase of District services not otherwise included in this Contract pursuant to C.R.S. §§22-30.5-112(2)(a.9), (b). Such negotiations shall be concluded by June 1st of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.
- vi. Unique Services. Funding shall be adjusted for any unique services provided by the District to the School pursuant to written agreement of the Parties. Such unique services may include those outlined in the Facilities Use Agreement, referenced in Section 14.A.d, which shall be applicable should the School occupy a District owned facility.
- g. Disbursement of PPR. The District will disburse PPR to the School as follows:
 - i. On July 15th of each District fiscal year, twenty-five percent (25%) of the District funding provided for Projected Enrollment as defined by the District at the October Count Date of that year shall be disbursed to the School. It is understood and agreed that this July 15th installment will be remitted only upon the District receiving all of the following: the School's approved budget as required by Section 15.A.j of this Contract; proof of insurance; the School's calendar; the School's board member roster; contact information; disclosure information using forms supplied by the District; replacement policies for District policies that have been waived by the Board of Education; and, in each year following the first year of operations, proof of previous year's pension and COP payments, and fire drill records. The Parties acknowledge that such conditions placed on receipt of funds are authorized under C.R.S § 22-30.5-105(2).
 - ii. On October 15th of each year, twenty-five percent (25%) of the funding provided for Projected Enrollment at the October Count Date of that year shall be disbursed to the School. It is understood and

contrary notwithstanding.

20. SCHOOL OPERATION

- A. Operation as a Public School. The School shall operate in all respects as a nonsectarian, nonreligious, non-home based public school. The School shall not be affiliated with any non-public sectarian school or religious organization.
- B. Open Meetings and Open Records Laws. The School acknowledges that it is subject to the provisions of the Colorado Open Meetings Law and Open Records Act, and agrees that it will comply with the provisions of such laws in connection with all of its activities.
- C. Nondiscrimination. The School shall not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation, gender identity or disability. To the extent the School engages in or is alleged to have engaged in discriminatory practices, it expressly agrees to hold harmless and indemnify the District, its board members, officers, employees, and agents from all liability, claims and demands arising from any suit, action, grievance, charge or proceeding, pursuant to this Contract.
- D. Operational Powers. The School will be fiscally responsible for its own operations, and will 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 school purposes (subject to Board approval); 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. Any borrowing above five percent (5%) of the School's budget will be subject to prior District approval.
- E. Authority of Governing Body. The School's governing body shall have full authority and responsibility, including ultimate responsibility for school fiscal, legal and contractual compliance matters, as is appropriate to a Colorado charter school and Colorado nonprofit corporation and all authority and responsibility necessary or proper to exercise the powers granted by this Contract or by law. The School's governing body shall have, understand, and meet the fiduciary duties imposed on such bodies by operation of law and shall, conversely, enjoy all individual immunities from liability provided by law. Nothing in this Contract may be construed as a waiver of individual immunity from liability, in any form, granted by law to a School director, employee, volunteer, agent or representative.
- F. Administrative Records. The School will maintain all administrative records, including student academic and personnel records, required by law and District policies and procedures, to the extent no waivers apply. In particular, the School shall maintain such student records as the District maintains through its student information applications and shall use the District's student information data processing system to maintain such records. In addition, the School agrees to maintain all official personnel records including background checks and official documents verifying qualification requirements for teachers and other applicable

it deems necessary for the health and safety of students. The School may request that the District provide fingerprinting services to assist with conducting personnel background checks, as well as drug-screening services, should the School desire such services. Such services would be provided to the School at cost, per terms agreed to by the School and District.

22. BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

A. The grounds and procedures for termination of this Contract and dissolution of the School will be as follows:

- a. Termination by the District. This Contract may be terminated, after written notice to the School, and the charter revoked by the Board upon recommendation of the Superintendent. Any termination or revocation shall take effect after the School has had the opportunity to exhaust its first appeal to the State Board of Education. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the current semester, unless termination on a different date is reasonably necessary to protect the health, safety, or welfare of students or staff. The Contract may be terminated for any of the following reasons:
 - i. The School materially violates any terms of the charter contract and fails after a reasonable period of time to substantially cure the violation;
 - ii. The School meets any of the grounds for revocation provided for under the Charter Schools Act as they exist now or may be amended (C.R.S. § 22-30.5-110(3)-(3.5));
 - iii. If the School is required to submit a turnaround plan pursuant to C.R.S. § 22-11-210(2) for two consecutive years and the school fails to provide evidence acceptable to the District Board that the School is making sufficient improvement to attain a higher accreditation category within two school years or the school is required to submit a turnaround plan pursuant to C.R.S. § 22-11-210(2) for a third consecutive school year;
 - iv. The School is designated for restart, replacement or closure under the District's School Performance Compact. All sections of the School Performance Compact apply to the School.; or
 - v. The School is bankrupt or insolvent.
- b. Other Remedies. The District may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s) and withholding of funds.
- c. Termination by the School. Should the School choose to terminate this Contract before the end of the contract term, it may do so in consultation with the District Board at the close of any school year and upon written notice to the District Board given at least ninety (90) days before the end of the school year.
- d. Dissolution. Upon termination of this Contract for any reason by the District

- either party to discuss a resolution to the dispute.
- b. Formal Notification of Dispute. If the dispute is not resolved, and as soon as a party determines, in its judgment and discretion, that further informal negotiations will be futile or unduly delayed, either party may submit to the other a written notice identifying the specific action with which it disagrees, any contract provision which it alleges was violated, and specific corrective action it wishes the other party to take. In any event, such notice shall be given no later than ninety (90) calendar days after the date at which a disputed action was taken and the complaining party knew, or in the exercise of reasonable diligence should have known, of the disputed action.
 - c. Non-Binding Arbitration. If the Parties are unable to negotiate a resolution to the dispute within ten (10) days of receipt of such notice, either party may request non-binding arbitration. The party making the request will notify the other party of the request in writing. Within one week of receipt of notice by the other party, the authorized representatives of the Parties will attempt to agree on an arbitrator. If they reach no agreement within one week after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.
 - d. Procedure. The arbitrator will conduct a hearing limited to the issues raised in the notice required by Section B above. The arbitrator will have authority to make procedural rules and will issue a report to the Parties within thirty (30) days after the close of the hearing. Such report shall contain findings and a recommendation regarding the issue(s) in dispute. The arbitrator's recommendation shall be forwarded confidentially to the District, with a confidential copy to the School. After receipt of the arbitrator's recommendation, the Parties may meet to discuss a resolution to the dispute.
 - e. Board Action. If the Parties are unable to negotiate a resolution, the Board shall in turn make a decision on the matter and release the arbitrator's recommendation. For purpose of this Contract, the release of such finding, pursuant to C.R.S. § 22-30.5-107.5(3)(b), shall mean the same date as the Board releases its decision. The Board's action on the recommendation shall be final and binding; subject only to such appeal as may be authorized by law.
 - f. District's Authority. The dispute resolution process set forth in this Contract shall not be required prior to the exercise of any contractual right or authority by the District or its board of education, including remedial authority for any breach of this Contract.
 - g. Waiver. Failure to file notice within the time specified in Section 25.A.b. or failure of a party to reasonably advance the process within the times specified, shall be deemed a waiver of any further right to contest an action covered by this procedure and shall forever bar any claim or proceeding related to such action, provided that the Parties may agree in writing to extend any of the time limits for a specified period and

1860 Lincoln Street
Denver, Colorado 80203

Copy To:
Denver Public Schools
Risk Management Department
780 Grant Street, Room 319
Denver, Colorado 80203

To the School:
SOAR
4800 Telluride Street
Denver, CO 80249

Copy To:
Sue Sava, Board Chair
4800 Telluride Street
Denver, CO 80249

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective July 1, 2018.

SCHOOL DISTRICT NO. 1
IN THE CITY AND COUNTY OF DENVER.

By: /s/
President, Board of Education

ATTEST:

By: /s/
Secretary, Board of Education

SOAR

ATTEST:

APPENDIX A

School Application

(The School Application and renewal applications are available for review from the Portfolio Management Team, formerly known as the Office of School Reform and Innovation)

APPENDIX C

Requested State Statute Waivers

SOAR hereby invokes waivers of the following sections of the Colorado Revised Statutes; replacement policies are available for review by contacting the School.

Automatic State Waivers.

- 22-32-109 (1)(f), C.R.S. Local board duties concerning selection of personnel and pay
- 22-32-109(1)(t), C.R.S. Determine educational program and prescribe textbooks
- 22-32-110 (1)(h), C.R.S. Local board powers concerning employment termination of school personnel
- 22-32-110(1)(i), C.R.S. Local board duties-Reimburse employees for expenses
- 22-32-110(1)(j), C.R.S. Local board powers-Procure life, health, or accident insurance
- 22-32-110(1)(k), C.R.S. Local board powers-Policies relating the in-service training and official conduct
- 22-32-110(1)(ee), C.R.S. Local board powers-Employ teachers' aides and other non-certificated personnel
- 22-32-126, C.R.S. Employment and authority of principals
- 22-33-104(4), C.R.S. Compulsory school attendance-Attendance policies and excused absences
- 22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal
- 22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review
- 22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule
- 22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers
- 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries
- 22-1-112, C.R.S. School Year- National Holidays

Charter School Non-Automatic Waiver Request

The school requests the following non-automatic state waivers:

- C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System
- C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties
- C.R.S. § 22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar
- C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar
- C.R.S. § 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours
- C.R.S. § 22-63-201 Employment. Certificate required
- C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision
- C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract
- C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**Statutory Citation and Title**

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

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

Rationale: The school year at SOAR will meet or exceed day and contact hour requirements set forth in statute. SOAR will prescribe the actual details of its own school calendar to best meet the needs of its students. The local board will not set these policies and SOAR will have a calendar that differs from the rest of the schools within the district.

Replacement Plan: The final calendar and the school's daily schedule will be designed by SOAR and the calendar will meet or exceed day and contact hour requirements set forth in state statute.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public Schools or the school.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title: C.R.S. 22-32-109(1)(n)(II)(A) Determine teacher-pupil contact hours

Rationale: SOAR should have the ability to determine teacher-pupil contact hours, while not reducing the total contact hours to below the minimum (1056) required by state statute. SOAR will determine the actual details of teacher-pupil contact hours to best meet the needs of its students. The local board will not set these policies, and SOAR may specify teacher-pupil contact hours that differ from other schools in the district.

Replacement Plan: SOAR will determine teacher-pupil contact hours in accordance with its final daily schedule and calendar. The total number of teacher-pupil contact hours will meet or exceed the days and contact hours requirements as set forth in state statute.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan**Statutory Citation and Title**

C.R.S. § 22-63-201 Employment. Certificate required

C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title: C.R.S. § 22-63-206 **Teacher Employment, Compensation and Dismissal Act – Transfer of Teachers**

Rationale: SOAR is granted the authority under the Charter School Agreement to select its own teachers. No other schools or the Denver Public Schools should have the authority to transfer its teachers into SOAR or transfer teachers from SOAR to any other schools, except as provided for in the Charter School Agreement.

Replacement Plan: SOAR will hire teachers on a best qualified basis. There is no provision for transfers.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.

Expected Outcome: The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

Statutory Citation and Title: C.R.S § 22-7-1014(2)(a) **Preschool Individualized Readiness Plans – School readiness – Assessments**

Rationale: The school is a data driven school that is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success. The School already has strong programs and assessments in place that assess students' physical well-being, social-emotional development, language and comprehensive development, and knowledge.

- Student progress in this domain is reported throughout the standards-based report card. Some specific examples include the categories of “comprehension” and within the content area of “reading/writing/communicating.”

Literacy (general knowledge)

- In addition to frequent classroom level formative assessments and reporting, all kindergarten students are assessed with iStation three times per year in accordance with the READ Act.

Math

- Kindergarten teachers instruct in all Colorado academic standards and report progress using the standards-based report cards.
- The rigor at which Kindergarten students are assessed on TS Gold is much less than the rigor of the Colorado Academic Standards.

Physical well-being and motor development

- Students participate regularly in a structured physical education/health & wellness class meeting or exceeding state standards. Students participate in a structured recess program daily that encourages gross motor development. Teachers routinely assess kindergarten students on motor-development skills and health throughout the year. Data is reported on the report card under the category “Physical Education/Health & Wellness.”
- Students participate regularly in art education that meets or exceeds state standards. Drawing, painting, and making objects all develop students’ fine motor skills. Teachers routinely assess kindergarten students and report on the report card.
- Students participate regularly in creative arts/movement education that meets or exceeds state standards. Students participate in a variety of movement and creative expression exercises. Teachers routinely assess kindergarten students and report on their progress under the report card.

Social and emotional development

- Students are instructed in character development through work and learning habits. Various positive behavior techniques are implemented in kindergarten classrooms in order to develop and strengthen self-regulation, executive function, independence.
- Student progress in this domain is reported on the report card. Teachers monitor growth related to school habits and provide specific feedback to students and parents.

Cognition

- Cognitive/logic and reasoning skills are emphasized in all content areas in kindergarten.
- Student progress in this domain is reported throughout the standards-based report card. Some specific examples include the categories of “comprehension” and “research and reasoning” within the content area of “reading/writing/communicating.” Similarly, student progress is reported under the categories “number sense, properties & operations” and “shape, dimension & geometric relationships” within the content area of “mathematics.”

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the Denver Public School or the school.

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School.

Expected Outcome: As a result of this waivers, the school will be able to implement the necessary policies to increase student achievement within existing structures.

APPENDIX D

Requested District Policy Waivers - SOAR Academy

Type I DPS Charter Waivers:

The following DPS policies do not apply to charter schools and are therefore automatic:

A Policies: Foundations and Basic Commitments

| | |
|-----|----------------------------------------------------------------------------------|
| A | Policy Framework for Accelerating Gains in Academic Achievement for All Students |
| ACE | Equitable and Inclusive Contracting Policy |
| AD | Educational Philosophy/School District Mission |
| ADE | Innovation in Education |

B Policies: School Board Governance and Operations

| | |
|---------|----------------------------------------------------------------------|
| BBA | School Board Powers and Responsibilities |
| BC | Board Member Conduct |
| BCB | Board Member Conflict of Interest |
| BDB | Board Officers |
| BDF | Advisory Committees/Councils |
| BDF-R1 | Career and Tech Ed Council |
| BDF-R2 | Preschool Program Council |
| BDF-R3 | Drug-Free Schools Advisory Council |
| BDFA | District Personnel Performance Evaluation Council |
| BDFA-R | Procedures for District Personnel Performance Evaluation Council |
| BDFB | Finance and Audit Committee |
| BDFB-E | Exhibit - Finance and Audit Committee Charter |
| BDFG | District Accountability Committee |
| BDFG-R | Procedures for District Accountability Committee |
| BE | School Board Meetings |
| BG | School Board Policy Adoption Process |
| BID/BIE | Board Fiscal Policy/Board Member Compensation and Expenses/Liability |

C Policies: General School Administration

| | |
|---------|-----------------------------------------------|
| CBA/CBC | Powers and Responsibilities of Superintendent |
| CBI | Evaluation of Superintendent |

D Policies: Fiscal Management

| | |
|-----|---------------------------------------|
| DEA | Mill Levy Distribution |
| DFA | Investment and Cash Management Policy |
| DFB | Debt Policy |
| DFC | Derivatives Policy |
| DH | Bonded Employees and Officers |
| DIA | Online Schools and Online Programs |
| DIE | Audits/Financial Monitoring |

A Policies: Foundations and Basic Commitments

| | | |
|--------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | AC | Nondiscrimination and Equal Opportunity |
| <input type="checkbox"/> | AC-R1 | Procedures for the Investigation of Public Complaints of Discrimination or Harassment |
| <input type="checkbox"/> | AC-R2 | Procedures for Public Requests for Reasonable Accommodations and Procedures for the Investigation of Public Complaints Regarding the Provision of Requested Accommodations |
| <input type="checkbox"/> | ADC | Tobacco and Marijuana-Free Schools |
| <input type="checkbox"/> | ADD | Safe Schools |
| <input type="checkbox"/> | ADF/ ADF-R | School Wellness |

B Policies: School Board Governance and Operations

| | | |
|--------------------------|--------|---------------------------------|
| <input type="checkbox"/> | BDF-R4 | Collaborative School Committees |
|--------------------------|--------|---------------------------------|

D Policies: Fiscal Management

| | | |
|-------------------------------------|-------|----------------------------------------------------------|
| <input checked="" type="checkbox"/> | DJ | Purchasing |
| <input checked="" type="checkbox"/> | DJA | Purchasing Authority |
| <input checked="" type="checkbox"/> | DJA-R | Regulations for Purchasing Authority |
| <input checked="" type="checkbox"/> | DJB | Purchasing Procedures |
| <input checked="" type="checkbox"/> | DJD | Cooperative Purchasing |
| <input type="checkbox"/> | DJE | Bidding Procedures |
| <input checked="" type="checkbox"/> | DJG | Vendor Relations |
| <input checked="" type="checkbox"/> | DK | Stewardship of Funds |
| <input checked="" type="checkbox"/> | DK-R | Propriety of Expenses Procedures |
| <input checked="" type="checkbox"/> | DK-R1 | Travel Expenses |
| <input checked="" type="checkbox"/> | DK-R2 | Food Purchases Procedure - Non-Student Meal Related |
| <input checked="" type="checkbox"/> | DK-R3 | District Cell Phone Procedures |
| <input checked="" type="checkbox"/> | DK-R4 | Payroll/Deductions/Direct Deposit/Expense Reimbursements |
| <input checked="" type="checkbox"/> | DK-R5 | Gift Card Purchasing Procedures |

E Policies: Support Services

| | | |
|-------------------------------------|----------|------------------------------------------------------------|
| <input type="checkbox"/> | ECA | Building Safety and Security Policy |
| <input type="checkbox"/> | EFEA | Nutritious Food Choices |
| <input checked="" type="checkbox"/> | EGAEA | Electronic Mail and Internet Policy |
| <input checked="" type="checkbox"/> | EGAEA-R1 | Regulations of Use of Electronic Mail and Internet Systems |
| <input checked="" type="checkbox"/> | EGAEA-R2 | Regulation of Social Media Use |
| <input type="checkbox"/> | EHB | Records Retention |

I Policies: Instructional Program

| | | |
|--------------------------|--------|------------------------------------------------------------------|
| <input type="checkbox"/> | IHAM | Health and Family Life/Sex Education |
| <input type="checkbox"/> | IHAM-R | Regulation for implementing Health and Family Life/Sex Education |

| | | |
|-------------------------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | GBA-R1 | Procedures for the Investigation of Employee Complaints of Discrimination or Harassment |
| <input type="checkbox"/> | GBA-R2 | Procedures for Employee Requests for Reasonable Accommodations and Procedures for the Investigation of Employee Complaints Regarding the Provision of Requested Modifications or Accommodations |
| <input type="checkbox"/> | GBEBC | Gifts to and Solicitations by Staff |
| <input type="checkbox"/> | GBEC | Drug, Alcohol and Tobacco-Free Workplace (Use by Staff Members) |
| <input type="checkbox"/> | GBEC-R | Regulation for the Enforcement of the Drug, Alcohol and Tobacco-free Workplace Policy |
| <input type="checkbox"/> | GBGB | Personal Safety and Security |
| <input checked="" type="checkbox"/> | GCF/GDF | Staff Recruiting/Hiring |

K Policies: Instructional Program

| | | |
|--------------------------|-------|------------------------------------------------------------------------|
| <input type="checkbox"/> | KB | Family Engagement (Including Title I Family Engagement) |
| <input type="checkbox"/> | KB-R | Regulation for Family Engagement (Including Title 1 Family Engagement) |
| <input type="checkbox"/> | KDB | Public's Right to Know - Freedom of Information |
| <input type="checkbox"/> | KDB-R | Regulation regarding Public's Right to Know - Freedom of Information |
| <input type="checkbox"/> | KDE | Emergency Management |
| <input type="checkbox"/> | KFA | Public Conduct on School Property |
| <input type="checkbox"/> | KFA-R | Regulation regarding Public Conduct on School Property |
| <input type="checkbox"/> | KHB | Advertising in Schools |
| <input type="checkbox"/> | KI | Visitors to Schools |

By signing below, the school affirms that it has replacement policies that complies with the intent of the policy for each of the non-automatic waivers sought above that are legally required.

School Board President

School Official

- (3) **Workers' Compensation/Employer's Liability Insurance:** The School shall maintain the coverage as required by statute and shall maintain the Employer's Liability insurance with limits at least \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury claim caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims. The School expressly represents to the District, as a material representation upon which the District is relying on entering into this Agreement, that none of the School's officers or employees who may be eligible under any statute or law to reject Workers' Compensation insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the School executes this Agreement.
- (4) **Business Automobile Liability:** The School shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (5) **Commercial General Liability:** The School shall maintain a Commercial General Liability insurance policy with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (6) **Additional Provisions:**
- (A) For Commercial General Liability, the policy must provide the following:
- (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the Limits of Liability;
 - (iii) A severability of interests or separation of insureds provision (no insured versus insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the District;
- (B) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date of the inception of the Agreement,
- (C) The School shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the School will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage in force.
- (7) **Sexual Abuse, Molestation or Misconduct:** The School shall maintain Sexual Abuse, Molestation or Misconduct coverage with a minimum limit of \$100,000.