# CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ASPEN RIDGE SCHOOL, INC.

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ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ASPEN RIDGE SCHOOL, INC.

This Contract is made and entered on June 13, 2012 by and between the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a public school district hereafter referred to as the “District” and the Aspen Ridge School, Inc., a Colorado non-profit corporation hereafter referred to as the “School”.

RECITALS

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

WHEREAS, on August 24, 2009, an Application was submitted by citizens of the District for formation of the School as a charter school to operate within the District;

WHEREAS, on November 4, 2009, the Board of Education adopted a Resolution (Exhibit A) approving the School’s charter school application and granting the School a charter for an initial term of three years;

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

1. DEFINITIONS. The following words and phrases used in this Contract shall have the following meanings:

School shall mean the Aspen Ridge School, Inc. of Erie, Colorado.

Charter Board shall mean the Aspen Ridge School, Inc. Board of Directors.

Act shall mean the Charter Schools Act, C.R.S. §22-30.5-101 and following.

Administrator shall mean the principal of the School.

Application shall mean the School's application for a charter school dated August 24, 2009.

Board or Board of Education shall mean the District’s Board of Education.

CFO shall mean the District’s Chief Financial Officer.

C.R.S. shall mean Colorado Revised Statutes.

**TCAP** means the Transitional Colorado Assessment Program.

Days shall mean those days when the District’s Educational Service Center is open for business.

Department shall mean the Colorado State Department of Education.


Finance Act shall mean the Public School Finance Act of 1994, C.R.S. §22-54-101 and following, as amended, or its successor.

General Assembly shall mean the Colorado General Assembly.

Governmental Immunity Act shall mean the Colorado Governmental Immunity Act, as amended, C.R.S. §24-10-101 and following.

IEP shall mean Individualized Education Program.

Material Breach shall mean a violation of this Contract which is substantial and significant and which will excuse the non-breaching party from further performance of this Contract.

Open Meetings Law shall mean the Colorado Open Meetings Law, as amended, C.R.S. §24-6-401 and following.

Policies or the term “Policies and Regulations” shall mean those District adopted policies and implementing regulations that are of general applicability to all schools within the District except (a) those that are determined by the District, from time to time, to not be applicable to existing charters schools within the District; and (b) those policies and implementing regulations for which the School has been granted a specific waiver or waivers.

Public Records Law shall mean the Colorado Public Records Law, as amended, C.R.S. §24-72-204 and following.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.

2. **ESTABLISHMENT OF SCHOOL**
2.1 Term. This Contract is effective as of July 1, 2012 for a one year period terminating on June 30, 2013. Should the parties be unable to reach agreement on all terms of a renewed contract by July 1 of a school year during the term of the charter granted by the Board, the provisions of this Contract shall continue to be observed pending such renewal.

2.2 Charter school legal status. The School has incorporated as a Colorado nonprofit and will seek status under § 501(c)(3) of the Internal Revenue Code. Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will notify the District promptly of any change in its corporate and/or tax exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and district Policies that apply to public schools unless waived in accordance with Section 5.5 of this contract. Further, the School is a public entity within the meaning of 24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

3. DISTRICT-SCHOOL RELATIONSHIP

3.1 District responsibilities and rights.

3.1.1 Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this contract, all federal and state laws and regulations, Policies and Regulations. To fulfill its accountability responsibility all records established and maintained in accordance with the provisions of this Contract, Policies and Regulations, and federal and state law and regulations will be open to inspection and made available to the District in a timely manner. Records include, but are not limited to the following:

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

b. Financial records;

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

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

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

f. Inspection of the facility.
Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities.

The School shall have the right to maintain as confidential from the District those School records to which such confidentiality attaches as a matter of law, including but not limited to: records of Charter Board executive sessions (subject to the Sunshine Act procedures for contesting such confidentiality); attorney-client correspondence and work product records of the School; records relating to School-District negotiations or negotiation strategies; and records relating to disputes between the School and the District. The School, through its Executive Director or the Charter Board may elect to disclose such confidential records to the District on a case-by-case basis, with or without District assurances relating to preservation of confidentiality, notwithstanding the rights noted above and without in any way impairing its right to assert confidentiality in future cases.

3.1.2 Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification will be made within ten Days of its receipt by the District and will include information about the substance of complaint taking into consideration any complainant’s request for anonymity.

3.1.3 School health or safety issues. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.

3.1.4 Feedback about progress. Within sixty calendar days of receipt of the School’s annual report completed pursuant to Section 3.2.4a of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2.

3.1.5 Access to student records. Upon request, the District will timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.

3.1.6 Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands 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 acts of its employees. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law.

3.2 School responsibilities and rights.

3.2.1 Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District’s student information system. In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. Financial records will be posted and reconciled at least monthly. All records will be maintained at the School and will be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification to District. The School will notify the District within three Days (and other appropriate authorities) in the following situations:

a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.

b. Any complaints filed against the School by any governmental agency.

c. Any incident on School property or at a School sponsored activity in violation of the School's gang activity policy.

d. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.

e. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under Title 18 by a student and directed toward a teacher or other School employee.

f. Instances on School property of damage by a student to the personal property of a teacher or other School employee.

The School will immediately notify the District of any of the following:

a. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;

b. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm,
flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;

c. The arrest of any members of the Charter Board or employees of the School for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;

d. Misappropriation of funds;

e. A default on any obligation, which will include debts for which payments are past due by sixty calendar days or more; or

f. Any change in its corporate status with the Colorado Secretary of State’s Office or status as a 501(c)(3) corporation, if applicable.

g. Any mandatory reporting requirements to the Department as set forth in 1 CCR 301-37, §15.00.

h. When a school official or employee has reasonable cause to know or suspect that a child has been subject to abuse or neglect or who has observed the child being subject to circumstances or conditions which would reasonably result in abuse or neglect.

i. When there are reasonable grounds to believe an act that rises to the level of a Public Safety Concern as defined in the District’s Boulder County Information Sharing Interagency Agreement has been perpetrated by a student or any adult on School grounds or at a School sponsored activity.

3.2.3 Compliance. The School will comply with all federal and state laws, local ordinances, and Policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and Policies in accordance with Section 5.5 below.

3.2.4 Reports. The School will timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates. Timely notification will be provided when due dates are changed. Failure to provide reports within ten Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 of this contract.

Any report requiring data from the District will not be required from the school until 30 days after the data is actually received from the District.

a. Accreditation/School Improvement — If the school participates in the CSSI (Charter School Support Initiative), the school will provide a copy of the report to the district. The school shall participate in the district/state Accreditation/School Improvement process and shall submit a Unified Improvement Plan (UIP) in the CDE format by the required deadline based on the school’s assigned status from their School Performance Framework (SPF) and the CSSI (if applicable). If deadlines are not met, it shall be considered a material breach of contract and the School shall have ten business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (including budget)
i. Projected enrollment – March 15
ii. Proposed Budget – April 15
iii. Charter Board approved budget – June 15
iv. Quarterly financial reports – within 30 days of the close of the quarter
v. Draft of annual audit – September 15
vi. Final annual audit – October 15
vii. Amended budget, or adopted budget if not amended, on CDE form – January 21

c. School calendar – April 15
d. Health and safety information including report of previous year’s fire drills and updated emergency plans, emergency contact information, etc. – May 31
e. Governance information including Charter Board (i.e., names/contact info, terms and signed Board Member Certification Forms) – August 1
f. Insurance certification – August 15

3.2.5 Indemnification by School. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School agrees to indemnify and hold the District and its Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands 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 acts of its employees. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law.

3.3 Procedures for contract amendments. The party requesting the change shall send written notice to the other party in accordance with Section 13.8. The receiving party will have sixty calendar days to review and act upon the proposed changes. If the receiving party does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The parties agree to not unreasonably withhold accepting proposed changes to this Contract.

3.4 District – School dispute resolution procedures. All disputes arising out of the implementation of this Contract will be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

a. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to informally settle such dispute or claim through good faith negotiations with each other.
b. If such dispute or claim is not settled through such negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through informal negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 30 days following either party’s written request therefore.

c. If such dispute or claim is not settled through mediation, then either party may, within 5 days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request, the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three days 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. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within 10 calendar days after the close of the hearing. Such report will contain findings and a final and binding decision, provided that the arbitrator is not authorized to modify, add to or subtract from this agreement.

e. Waiver. Failure to file notice within the times specified or failure of a party to advance the process within the times specified, will be deemed a waiver of any further right to contest an action covered by this procedure with respect to the specific action at issue and will 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.

f. Costs shared. The parties will share equally the costs of arbitration, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

g. During the entire period of negotiations, mediation, and arbitration, the District shall not enforce its remedies set forth herein.

h. 

3.5 Other remedies. If the School is in violation of 22-30.5-110 (3), C.R.S., 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 12.2. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than 3.5 (ii) below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, a reasonable timeframe for remedying the deficiency, and the expected results.

a. **Withholding of some or all of the funds due to the School.** This remedy may be applied in situations to include failure to submit reports listed in Section 3.2.4 by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4.

b. **Taking immediate control of the School or some portion thereof.** Notwithstanding any other provision of this Contract, in the case of any breach which the District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, take immediate control of the School and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the District will continue during the pendency of any dispute resolution process with respect to any alleged breach.

c. **Notice of breach and development of a plan to correct the deficiency(ies).** This remedy will be initiated by a letter from the District containing all of the information in Section 3.4b. In addition, the letter will require the School to prepare a plan to remedy the deficiency, submission of the plan to the District for review and comment, revisions to the plan by the School at its discretion, and approval of the plan by the Charter Board to include a statement that directs the School’s staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

**3.6 District violations of charter school law or contract.** If the School believes that the District has violated any provision of this Contract or charter school law, the School will send the District notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the District to contest the deficiency, a reasonable time frame for remedying the deficiency, and the expected results. If the District does not remedy the violation, the School may initiate the dispute resolution procedures outlined in Section 3.4.
4. SCHOOL GOVERNANCE

4.1 Governance. The School’s articles of incorporation and bylaws will not conflict with the School’s obligation to operate in a manner consistent with this Contract. The Charter Board’s policies will provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws shall be filed with the District. The Charter Board will operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School’s governing body will be made in accordance with the procedures described in Section 2.2 of the Contract and shall be filed with the District.

4.2 Corporate purpose. The purpose of the School as set forth in its articles of incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, Sections 22-30.5-101, et seq., C.R.S, and appropriate ancillary activities.

4.3 Transparency. The School will make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and will conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

4.4 Complaints. The School will establish a process for resolving public complaints, including complaints regarding curriculum, which will include an opportunity for complainants to be heard. The final administrative appeal will be heard by the Charter Board, not the District’s Board of Education.

4.5 Contracting for core educational services. Unless otherwise agreed in writing by the District, the School will 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 will not prevent the School from engaging independent contractors to teach selected, specific courses.

5. OPERATION OF SCHOOL AND WAIVERS

5.1 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. All such operational powers of this
paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.

5.2 Transportation. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. The District is not delegating the authority to impose a transportation fee.

5.3 Food services. If requested to do so by the School, and feasible for the District to do so, the District will provide free and reduced price meals to needy students in a manner determined by the District and in accordance with Policies and applicable federal and state law. If a lunch program is offered by the School that is not part of the District program, the School shall provide, at its costs, free and reduced priced meals to needy students in accordance with Policies and Regulations and applicable federal and state laws.

5.4 Insurance. The School will purchase insurance protecting the School and Charter Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School will also purchase crime insurance and property insurance covering contents and equipment breakdown. The School will also purchase statutory workers’ compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by 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. The Colorado School Districts Self Insurance Pool is preapproved. The School shall provide certificates of insurance to the District’s Risk Manager by August 15. All of the School’s insurance policies purchased by the School will state that coverage will not be suspended without prior written notice by certified mail, return receipt requested, given to the District’s Risk Manager. The School will notify the District’s Risk Manager within ten Days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

5.5 Waivers.

a. Automatic waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers.

The School will be granted certain waivers from Policies and Regulations upon approval by the Board of acceptable replacements.

The District will grant automatic waivers that are necessary or appropriate when a statute, rule or policy by express terms does not
apply to a charter school or the District, through the Contract, has delegated this authority to the School.

b. Additional waivers. The Board agrees to jointly request waiver of state law or regulation, in addition to those automatically granted, if the Board first approves that request. Board approval of requests to waive State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

c. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty calendar days to review the request and, thereafter, will present the matter before the Board at its next regular meeting. The Board will, unless otherwise agreed by the parties, have thirty calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board-approved Policies and Regulations may be granted only to the extent permitted by state law. In the event the Policy or Regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District’s Board first approves the request. Board approval of requests to waive either Policies or Regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

d. Compliance assurance. The School will take reasonable steps to assure that staff at the School, members of the Charter Board, and administrators at the School comply with all replacement policies or practices adopted by the School in connection with waiver of state statutes or rules or Policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Policies.

e. A list of all waivers is included as Exhibit A.

6. SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School grade levels. The School may serve students in kindergarten through fifth grade; providing approximately two classes at each grade level, with an average of twenty students per class in kindergarten through second grade and an average of twenty-four students per class in third through fifth grades, with no single class to exceed 27; for a total of 264 students.
6.2 **Student demographics.** Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. Based on the official pupil membership count, the School will try to recruit applicants that result in a student body that will mirror and be reasonably representative of the “at risk” grades K – 5 student population (measured by free and reduced lunch) in the Erie community; currently 12%. By comparison the District elementary school “at-risk” population is approximately 42%. The School’s Outreach Plan to work toward an enrollment that mirrors the District’s is attached as Exhibit F. The School agrees to a good faith implementation of the plan.

6.3 **Maximum and minimum enrollment.** The School and the District agree that during the term of this Contract, the School’s total funded enrollment shall be no more than 264 student FTEs. This limitation on the number of enrolled students is acknowledged by the School and the District in order to ensure that the School will be able to offer a quality program for its students to be able to academically succeed and to maintain the small school environment focus as presented in the Application. The school agrees to maintain an enrollment sufficient for financial viability.

6.4 **Eligibility for enrollment.** The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School’s age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.

6.5 **Enrollment preferences.** Enrollment preferences will be given to the following types of students:

   a. Siblings of students already enrolled in the School will be automatically enrolled according to space availability;
   b. Children of founding families, Charter Board member’s and School teachers’ children, not to exceed 20%;
   c. All other students living within District boundaries.
   d. Enrollment preferences, selection method, timeline, and procedures are described in EXHIBIT B.

6.6 **Selection method.** When the number of applicants exceeds the number of spaces available, students will be selected by a random lottery, taking into consideration the enrollment preferences described in Section 6.5. If additional spaces become available after the initial selection, students will 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 will be filled on a first-come, first-served basis. Waiting lists are not maintained from year to year.
students on the waiting list who are not offered admission and wish to be considered for admission the following year must submit a new application.

6.7 Enrollment timeline and procedures. The School may establish its own enrollment timeline and procedures subject to the following conditions:

a. Prior to submitting an application for admission parents and students will be encouraged to attend an informational meeting about the School.

b. The School will make clear at meetings and in written information provided along with the application that any student residing in Colorado who meets the eligibility requirements described in Section 6.4 may apply, although admission is based on the preferences listed in Section 6.5.

c. The School will begin publicizing the availability of student positions at the School at least two months prior to the date of the lottery.

d. The lottery will be held no earlier than January 15 and no later than February 15 of the year for which enrollment is being selected.

e. Based on space availability, the School will 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. The School may accept students after October 1 at its discretion following the District’s administrative transfer process.

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

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

b. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan will be provided to the School special education teacher immediately upon receipt of the IEP.

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 Administrator or designee, the School special education teacher, and a District representative will review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and will make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team cannot reach consensus, the District representative will convene a complete IEP team to make the final determination.

d. When a student with disabilities who has been placed in a center-based program by an IEP Team or who has intensive service needs as
identified by an IEP Team applies for admission into the School or a program that does not have the staff or services available to meet the needs as identified on the IEP, the District’s Executive Director of Student Services, or designee, will convene the IEP Team meeting. The School’s acceptance of the student’s application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the School in its existing programs and at its current level of staffing. If the determination is that the IEP can not be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student's application for admission will be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting. Representatives from the student's prior school and the School, together with a representative from the District’s Department of Student Services will participate in the IEP Team meeting at the School.

e. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

f. Admission of applicants with an IEP or Section 504 Plan will 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 Plan review meeting is held and the IEP or Section 504 Plan is changed. For out of state transfers into the District, the District conducts an evaluation of such student and the IEP team develops, adopts, and implements a new IEP, if appropriate, that meets the needs of the student.

6.9 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 will include the manner in which the costs of instruction will be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement will be deemed payment for a purchased service under the Charter School Act. No student will 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 both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

6.10 Non-resident admissions. Subject to its enrollment guidelines, the
School will 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, Policy and this Contract. If the School has more applicants than it has space, preference will be given to those students who reside within the District, and then to students who are new to the District. Once accepted for enrollment, a non-district resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.11 Student movement after October 1. After October 1, the School agrees to use the standard District administrative transfer process. Requests for transfer to a District school will not be unreasonably denied.

6.12 Expulsion and denial of admission. The statutory authority to expel students will remain with the district. However the Charter Board shall have the authority to remove students from the School, on the statutory grounds for which expulsion is permitted, and shall be delegated authority to conduct initial stages of the expulsion process, as follows: The Charter Board is hereby delegated the power ordinarily exercised by the executive officer under 22-33-105(2)(c), C.R.S., and may designate a hearing officer to render findings of fact and recommendations. Following a hearing, the Charter Board shall issue its confidential written opinion and convey that to the District. The Charter Board’s confidential written opinion shall be final as to the removal of a student from enrollment in the School. If the student is removed by the Charter Board, the Board shall render a separate decision on whether such removal is also an expulsion under 22-33-105, C.R.S.

Any general education services required by law to be provided to suspended or expelled students will be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students will be the sole responsibility of the District.

A student may be denied admission pursuant to 22-33-106, C.R.S.

6.13 Continuing enrollment. Pursuant to Colorado state law, students/parents who choose into the School will remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District’s within-district transfer procedures.

7. EDUCATIONAL PROGRAM

7.1 Vision and mission. The vision and mission statements set forth in Section A of the Application are hereby accepted by the District to the extent they are consistent with the principles of the General Assembly’s declared purposes for enacting the Act as set forth in C.R.S. §22-30.5-102(2) and (3).
7.2 **School goals and objectives.** The goals, objectives, and pupil performance standards set forth in Exhibit D.

7.3 **Program Characteristics.** The School shall implement and maintain its educational program as set forth in Section D of the Application, including the following characteristics, subject to modification with the District’s written approval:

a. **Average class size will be 20 students for kindergarten through second grade and 24 students for third through fifth grades, with no single class to exceed 27;**

b. Students will complete annual projects that will incorporate what they learned during the year within each of the Aspen Ridge Trailways: Technology Trail, International Trail, Nature Trail, and Personal Development Trail;

c. The School will collaborate with parents to develop a Personal Education Plan for each student;

d. Students will participate in **Success for All** Reading for a ninety minute block daily;

e. Students will participate in an enrichment class on a daily basis, which will include art, music, physical education, world cultures, and technology;

f. The School will hold conferences with parents at least **twice per school year**;

g. The School will establish a School Advisory Committee which will monitor student achievement among other duties;

h. Students will wear uniforms.

7.4 **On-line program.** The School’s educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to 22-33-104.6, C.R.S. and the School is accordingly prohibited from offering such an on-line program.

7.5 **Curriculum, instructional program, and pupil performance standards.** The School will have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the District, will be designed to enable each pupil to achieve such standards, and will be consistent with the School’s vision and mission. School students will take the **TCAP** test as required by the State. The School will participate in the District Accountability/Accreditation process.

7.6 **English language learners.** The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program, **including regular time periods for direct English instruction**, consistent with the plan set forth in Section S of the Application and included as
Exhibit C. The School will follow the District's procedures for identifying, assessing and exiting English language learners.

7.7 Education of students with disabilities.

a. The District will provide all special education support services to students at the School, except that the School reserves the right to hire its own special education teacher(s) subject to review of licensing, and with the approval of the Executive Director of Student Services. The District will assign other special education support staff as necessary to meet student needs. The School will staff its special education personnel applying the same staffing formula used within other District schools. Therefore, except for District center-based programs and services, special education services at the School will be commensurate with those provided at other District schools.

b. The cost for special education services is described in Section 10.3. District services for special education will include being responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department’s Federal Complaints Officer, or IDEA due process proceedings. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the IEP team, it will be the responsibility of the District.

c. The School agrees to comply with all Policies and Regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the decision of the District's Executive Director of Student Services will control.

d. The District and the School will jointly direct the development and/or modification of any IEP for special education students of the School. The District’s Executive Director of Student Services, or designee, will maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms and procedures and will document compliance with the requirements of federal and state law, including procedural due process. The District will respect the School’s curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

e. The School’s special education teachers are required to participate in
monthly staff meetings sponsored by the District and newly hired special education teachers will attend District orientation sessions, including Being a Special Educator in St Vrain, during the fall semester following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.

f. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the right to request other changes on behalf of students with disabilities.

g. Special education programs and services, as determined by each student’s IEP, will be available as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

h. Staff members of the School are not to recommend specific private or outside education programs to the parents of special education students that could require the District to provide services other than those included in the IEP. This section is not intended to apply to, nor to in any way restrict or inhibit School staff from offering good faith professional opinions given in appropriate forums, such as IEP meetings, or testimony in disputed matters.

i. The School shall not be held responsible for the costs of additional services that result from recommendations made by District Staff that are outside services other than those included in the IEP.

8. FINANCIAL MATTERS

8.1 Revenues

a. District per pupil revenue funding. During the term of this Contract, the District will provide 100% of PPR to the School minus the following:

i. The actual amount of the School’s per pupil share of the central administrative overhead costs, including costs of special education services, as provided by law,

ii. Deductions for purchased services, and

i. Other deductions as provided herein and adjusted as provided herein.

ii. District per pupil revenues will have the meaning defined in § 22-30.5-112(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an
adjustment to subsequent payment from the District to the School.

b. **Federal categorical aid.** Each year the District will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required. Funds will be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.

c. **State categorical aid.** On or before January 25 the District will provide to the School the School's proportionate share of applicable state (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds, or Transportation funding) 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. **Annual accounting.** The District shall provide a final accounting of costs to the School by September 30. Any imbalance of funds shall be corrected by October 31.

8.2 **Disbursement of Per Pupil Revenue.** Commencing on July 26 of the contract term, District per pupil revenue funding as described in Section 8.1 will be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding will be based on the School's enrollment projections submitted in accordance with Section 8.5. Changes of more than 5% from projections may be subject to adjustment after first day pupil counts. Decreases of more than 5% from enrollment projections shall require a revised budget and financial review by district staff. Funding for December and subsequent months of the fiscal year will be adjusted in accordance with Section 8.3.

8.3 **Adjustment to funding.** The District's disbursement of funds will be adjusted as follows: December 27 funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the District and not otherwise deducted. Funding on December 27 may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate
reductions or increases will be made to the School’s funding. Any adjustments to funding after the December 27 payment so that funding is equal to the PPR provided for in this Contract will be made no later than the June 27 payment.

Should CDE conduct a count audit that results in a denial of PPR or other funding for students enrolled in the School, the District may adjust the School’s funding to reflect such reduction, provided that: (1) such adjustment shall not take place until, at the earliest, the time of actual repayment to CDE, and (2) the District shall timely notify the School of proposed audit findings adverse to the School and, upon request, assign to the School the District’s right to contest such audit findings and to prosecute an administrative appeal and any judicial review of such findings.

8.4 Budget. Beginning with its second year of operation, on or before April 15 the School will 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 will be prepared in accordance with the state-mandated chart of accounts, utilizing the Charter School Budget Workbook provided by the District. The budget as approved by the Charter Board and any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5.

8.5 Enrollment projections. Beginning with its second year of operation, the School will provide the District with its latest and best estimates of its anticipated enrollment for the next School year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent of the official membership for the current School year. It is agreed upon by the parties 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 will not be used by the District for the purpose of restricting the School’s enrollment or otherwise inhibiting the growth of the School.

8.6 TABOR reserve. The School shall comply with applicable provisions Article X, Section 20 of the Colorado Constitution, also sometimes referred to as the TABOR Amendment, including the required TABOR Reserve as part of the School’s ending fund balance.

8.7 Non-appropriation of funds. The parties agree that the funding for the School will constitute a current expenditure of the District. The District’s funding obligations under this contract will be from year-to-year only and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District’s obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil
allocation or for providing services described herein for the entire term of the Contract.

8.8 Contracting. The School will not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School’s authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School will include the following provisions:

a. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.

8.9 Annual audit. The School will undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. A substantially complete draft of the audit report will be provided to the District by September 15. Any cost associated with the audit of the School shall be borne by the School. If such draft is not received by September 15, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School will be required to use the District’s independent auditor for subsequent years.

8.10 Quarterly reporting. The School will prepare quarterly financial reports for the District in compliance with 22-45-102(l)(b), C.R.S. Such reports will be submitted to the District no later than 30 Days following the close of the quarter, or 30 days following the receipt of necessary IFAS reports from the District except that all June/year end reports will be submitted with the annual independent financial audit.

From time-to-time, the School may be asked, with 30 calendar days notice, to present monthly financial reports to the Board at its work session on the fourth Wednesday of a month. The format of the reports must be the same as that used by the District’s Financial Services Department.

8.11 Non-commingling. Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.12 Encumbrances and borrowing. During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School’s budget will be subject to prior District approval.

8.13 Accounting system. The School will use the District IFAS accounting
system and must use the District mandated account codes as dictated by the Colorado Department of Education. The school will be invited to all district-wide IFAS updates and training. Onsite or individual IFAS training will be provided at district cost. The School shall comply with other procedures established from time to time by the CFO or by the District’s Financial Services Department.

**8.14 Building corporation.** Should the School create a building corporation for the purpose of issuing debt and purchasing a facility to lease to the School, the School may not use the IFAS accounting system for the building corporation. However, the School must use the financial reporting method for the building corporation required by the District.

**9. PERSONNEL**

**9.1 Employee status.** All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School’s charter application. The Handbook may be amended or revised at the discretion of the School.

**9.2 District teachers.** Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District’s salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held, subject, however, to all applicable District employment, compensation and personnel policies.

**10. SERVICE CONTRACTS WITH DISTRICT**

**10.1 Direct costs.** The School and the District agree to negotiate payment to the District of the School’s share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

**10.2 District services.** Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities, including normal health related and screening services. Such agreements by the District to provide services or support to the School will...
be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be finalized June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

10.3 Special education services. The District will provide all special education related services at the average per pupil cost of providing such services for the district, multiplied by the number of students enrolled at the School. If the School provides services directly to students, the cost will be reduced by the amount of direct School expenditures commensurate with other District schools, including salary, benefits, supplies and materials, and purchased services.

10.4 Student information data processing system. The District will provide to the School the use of the District's student information data processing system. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all system requirements, District directives, and timelines, with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District's actual costs required to add the School to the system, currently $25.50 per student per year plus Citrix licensing, currently $450.00 for the first year and $108.00 for annual renewal per computer with access.

10.5 Personnel services. The District will provide personnel services to the School at the average per pupil cost of providing such services for the District, multiplied by the number of students enrolled at the School. In addition, the School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.

10.6 Administrative support services. The School will receive the benefit of services by the Centennial Board of Cooperative Educational Services (CBOCES) by its use of technology and programs provided to the District by CBOCES. The School will reimburse the District the average per pupil cost of the CBOCES charges to the District, multiplied by the number of students enrolled at the School.

10.7 Supplies and services deliver. The School will receive service and supplies delivery approximately three days per week on the same schedule as district schools for $3,000 per year.

11. FACILITIES
11.1 **Location.** The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its K-5 program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School’s expense. Approval of the District’s Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities, including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its K-5 program.

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

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

11.4 **Long-range facility needs.** When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in 22-30.5-404 and 405, C.R.S.

12. **CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE**

12.1 **Renewal**

   a. **Timeline and process.** The School will submit its renewal application by October 1 of the year before the School’s Contract expires. The Board of Education will act on the renewal application by resolution no later than February 1 of the year before the School’s Contract expires following a public hearing where the School will 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 will detail the reasons in its resolution.

   b. **Application contents.** In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District’s accreditation indicators. The format of the renewal application is provided in District policy LBD-R, Relations with Charter Schools.

   c. **Criteria for renewal or non-renewal.** The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S. or a material breach of this Contract. The District will annually provide feedback about the School’s progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.
12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3), C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, 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 sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District per pupil revenue funding as described in Section 8.1 will be reduced by adjusting from the date of conclusion of services to end of year.

12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School’s operations as a District facility until the end of the School year. The District’s authority hereunder will 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 12.5 below and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District’s request and counseling with students to facilitate appropriate reassignment.

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

13. GENERAL PROVISIONS

13.1 Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control followed by and Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 and the School's governing body and executed by authorized representatives of the parties.

13.3 Merger. This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and supersede by this Contract.

13.4 Non assignment. Neither party to this Contract will 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 will not be unreasonably withheld, conditioned or delayed.

13.5 Governing law and enforceability. This Contract will 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 will have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 No third-party beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement will be strictly reserved to the District. Nothing contained in this Contract will 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 will be deemed an incidental beneficiary only.

13.7 No waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract will constitute a waiver of any other breach.
13.8 Notice. Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three Days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

13.9 Severability. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract will remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.
IN WITNESS WHEREOF, the parties have executed this Contract June 13, 2012

ASPEN RIDGE SCHOOL, INC., a Colorado non-profit corporation

705 Austin Avenue
Erie, CO  80516-0195

By______________________________
President, Board of Directors

ATTEST:

______________________________
Secretary

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO  80501
303-682-7203
(fax) 303-682-7343

By______________________________
President, Board of Education

ATTEST:

______________________________
Secretary
timely manner. The SVVSD Finance and Audit Committee shall review the final budget of Aspen Ridge, and report a supportive position back to the Board of Education. If these facility and budgetary issues are not resolved by these reasonable timelines, then the approval shall be for Aspen Ridge to open for the 2011-2012 school year with corresponding timelines as outlined above for a 2010-2011 opening.

5. Aspen Ridge shall agree to utilize the IFAS accounting system that the District currently uses or any other system that the District will use and to follow the audit schedule used by the District.

6. Aspen Ridge’s budget shall not assume that District-owned buildings or building sites will be made available to Aspen Ridge.

7. Aspen Ridge shall maintain an enrollment of 256 students or less. This enrollment condition is not a cap on enrollment, but rather a mutually-agreed upon enrollment figure. It is agreed upon pursuant to § 22-30.5-109(7)(a) and (b), C.R.S. in order to ensure that Aspen Ridge will be able to offer a quality program for its students to be able to academically succeed and to maintain the small school environment focus as presented in its Application.


Sandra Sears, President

ATTEST:

Barbara Strege
Secretary

WHEREAS, on August Application (Application
WHEREAS, the Applica as required by Section
WHEREAS, the District' Ridge (Aspen Ridge Bi Application; and
WHEREAS, the Aspen and
WHEREAS, the Applica
WHEREAS, the Board 2009 to obtain inform
WHEREAS, the Board School Act (Act), all inf public; and,
NOW, THEREFORE, BE RE-1J, that the Applica negotiation of a contra address all issues inclu
1. In accordance be three years with ann
2. All state and fe Academy unless spec Education. Such feder the Individuals With D Meetings Law, and the
3. As stated in th neighborhood boundar
4. Aspen Ridge n matters are addressed building site or facult satisfactory budget by that are addressed in clearly documented in commitment of the commitments, permit ,

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Waivers from Colorado Statutes and Rules

The following waivers were granted by the Colorado State Board of Education and are effective for the term beginning July 1, 2011 through June 30, 2014.

22-9-106, C.R.S. Local board duties concerning performance of licensed personnel

22-32-109 (1) (f), C.R.S. Local board duties concerning employment termination of school personnel

22-32-110 (1) (h), C.R.S. Employment and authority of principals

22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment - License Required - Exception

22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990; Contract in writing - duration - damage provision

22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; Probationary teacher - renewal and nonrenewal of employment contract

22-63-204, C.R.S. Teacher employment, compensation and dismissal act of 1990; receiving money from sale of goods - interest prohibited

22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers - compensation

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

22-9-106(4) Certificated personnel Evaluations

22-32-109(1)(cc) Board duties – dress code for staff

22-32-109(1)(b) Board duties – purchase of goods and service

22-32-109(1)(n)(I) Board duties – length of school year

22-32-109(1)(n)(II) Board duties – hours of instruction

22-32-109(1)(t) Board duties – educational programs

22-32-109.7 Board duties – selection of personnel

22-32-110(1)(h) Board duties – terminating personnel

22-32-110(1)(i) Board powers – reimburse employees for expenses

22-32-110(1)(j) Board powers – procure insurance

22-32-110(1)(k) Board powers - inservice

22-32-110(1)(y) Board powers – accept gifts, donations, or grants

22-32-110(1)(ee) Board powers – employ teacher aides

22-32-119 Kindergarten

22-60.5-301 Licenses and standards for principals

22-63-103(10) Teacher employment – substitutes

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**Waivers Requested from SVVSD Policies**

The following waivers are requested from SVVSD Policies for the duration of the Charter, beginning July 1, 2011 and through June 30, 2014.

**Section B: School Board Governance and Operations**
Aspen Ridge acknowledges and will abide by all requirements of a public Charter School Board. Many of the policies in Section B are specific to the SVVSD Board. Aspen Ridge will operate under all applicable State Statutes and Robert’s Rules of Order, Newly Revised, as well as the Aspen Ridge Bylaws, to ensure compliance with all necessary requirements.

Aspen Ridge will establish its own meeting schedule, ensure that agendas and minutes meet appropriate criteria, elect its Board and delineate their roles according to its bylaws, and determine its own process for creating and revising policies.

BBA – Board Powers and Responsibilities
BBAA – Board Member Authority and Responsibilities
BBBB – Board Member Oath of Office
BBBC/BBBD – Board Member Resignation/Removal from Office
BBBBE – Unexpired Team Fulfillment/Vacancies
BBBBG – Board Elections
BCAA – Gifting, Awards, Honorariums, and Sponsorships
BCAA-E – Gifting, Awards, Honorariums, and Sponsorships Guidelines
BDA – Board Organizational Meeting
BDB – Board Officers
BDC – Appointment of Secretary to the Board of Education
BDF (All) - Advisory Committees
BE/BEA/BEB – School Board Meetings/Regular Meetings/Special Meetings
BEC-E – Minutes of an Executive Session of the Board of Education of the St. Vrain Valley School District
BEDB – Agenda
BEDB-R – Agenda
BEDG – Minutes
BEDJ – Broadcasting/Taping of Board Meetings
BG – School Board Policy Process
BGA – Policy Development System
BGB – Policy Adoption
BGD – Regulations, Exhibits, and Procedures
BGE – Policy Communication
BGF – Suspension/Repeal of Policy
BIBA – Board Member Travel, Conventions, Workshops, and Other Expenses
BIBA -R - Board Member Travel, Conventions, Workshops, and Other Expenses
BK – School Board Memberships

Section C: General School Administration

Aspen Ridge will establish relevant criteria for recruitment and hiring of administrative staff, while complying with applicable laws protecting employee rights and equal protection provisions. In conjunction with the Administrator, the Aspen Ridge Board will assign staff to positions where they can best contribute to the Charter School’s educational mission and will implement policies that it deems necessary and best suited specifically to the Charter School.
Section D: Fiscal Management

The Aspen Ridge Board understands the critical nature of sound fiscal management and will meet all prescribed timelines as agreed upon with the Sponsoring District including those for monitoring and audit purposes. The policies delineated in Section D of the Sponsoring District’s policies are for the fiscal management of an entire Sponsoring District whereas the Board of Aspen Ridge has established fiscal policies that are better suited for use by a smaller program such as Aspen Ridge. Aspen Ridge has developed a set of Fiscal Policies and Procedures that were included in the charter application as approved by the Sponsoring District. The Charter School will continue to revise, update and establish new policies and procedures for its own business practices in accordance with federal and state law.

The Aspen Ridge Board will determine its budget and associated processes for its preparation, participation in grants (unless in conjunction with the Sponsoring District – at which point it will follow Sponsoring District guidelines), its banking policies and procedures, purchasing policies and procedures, appropriate reimbursements for its employees, and options to provide employees for investing retirement funds. In addition, all equipment the Charter School purchases will be purchased and sold with guidelines established by the Charter School.

Section E: Support Services

Aspen Ridge thoroughly understands the need for appropriate and solid support services including food services, data management for student information, and for the use of technology in its program. To that end, Aspen Ridge will develop policies that meet the needs of the Charter School in conjunction with all applicable state law. Such policies will be in place prior to the start of the school year.

The Charter School will not provide transportation for its students, rather transportation will be provided by parents. The Charter School may elect to provide this service in the future, or to contract with the Sponsoring District for transportation services for field trips or other special events. The Aspen Ridge Board has not yet decided which food program it will offer its students and will explore contracting with the Sponsoring District for this service. Regardless of the chosen meal vendor, Aspen Ridge will apply
for sponsorship of the National School Lunch Program so that students, who qualify, may receive lunch either free or at a reduced cost. Care will be taken to protect the confidentiality of the students in the program.

EBCE - School Closings and Cancellations
EEA - Student Transportation
EEAA - Walkers and Riders
EEAC - Bus Scheduling and Routing
EEBA - School-Owned Vehicles
EF - Food Services
EFAA - Use of Surplus Commodities
EFC - Free and Reduced lunch
EFC-R – Free and Reduced-Price Food Services
EFC-E – Parent/Free and Reduced-Price Meals (Spanish Version)
EH – Data Management
ED-R – Data Management
EHC – Technology, Access and Digital Communication
EHC-R – St. Vrain Valley School District Terms, Conditions and Responsible Use Guidelines
EHC-E-1 – Responsible Use Guidelines for Technology, Access, and Digital Communications (Staff)
EHC-E-2 – Student Responsible Use Guidelines for Technology, Access, and Digital Communication

Section F: Facilities

Section F of the Sponsoring District’s policies relate to facilities. These policies are considered Automatic SVVSD Policy Waivers.

Section G: Personnel

Section G of the Sponsoring District’s policies relate to personnel. The Charter School will adopt policies which comply with all pertinent federal laws and which specify and ensure rights, privileges, and protections for its employees, including equal employment opportunities, freedom from discrimination and harassment as well as a safe, tobacco-, drug- and alcohol-free work environment.

Compensation and employment terms will be established and approved by the Aspen Ridge Board. All staff employed by the Charter School will be considered “at will” employees in the sense that either the employee or the Charter School will be able to terminate employment, with or without cause. The Charter School will determine its own calendar and workday schedules and will determine its own staffing needs, recruitment, and hiring procedures. The Charter School will also enact its own salary schedules and benefit package, subject to the statutory requirement that employees of a Charter School be members of PERA.

All of Section G is considered Automatic SVVSD Policy Waivers with the exception of GBA and GBAA by which Aspen Ridge will abide.
Section H: Negotiations

Section H of the Sponsoring District’s policies relate to Negotiations. These policies are considered Automatic SVVSD Policy Waivers.

Section I: Instruction

Section I of the Sponsoring District’s policies relate to Instruction. These policies are considered Automatic SVVSD Policy Waivers with the exception of IKF and ILBB by which Aspen Ridge will abide.

Pursuant to statutory authority, the Charter School will design its own educational program and curriculum. The vision, mission, and educational philosophy are directed by the Aspen Ridge Board and will impact curriculum design, implementation, and review which will occur in an ongoing process. Aspen Ridge will work with the Sponsoring District to ensure the content standards of its curriculum meet or exceed those of the Sponsoring District. The Charter School may wish to develop alternative assessments to those the Sponsoring District employs. In addition, Aspen Ridge reserves the right to determine policies concerning field trips, volunteers, parent and staff conferences, and similar activities.

Section J: Students

Aspen Ridge will establish many of its own policies for its students with health and welfare being of the utmost importance and in compliance with all state law. Aspen Ridge has established policies for admissions, attendance, conduct, discipline, and school-related activities. The Charter School reserves the right to establish its own student dress code and intends to align its discipline procedures with those set forth by the Sponsoring District. The right to expel a student is reserved by the Sponsoring District, to which the Charter School will make referrals. Further, the Charter School will not use corporal punishment.

There are a number of Automatic SVVSD Policy Waivers in Section J and those are identified in parentheses in the list below:

JC - School Attendance Areas (Considered an Automatic SVVSD Policy Waiver)
JC-R - Determination of a Student’s School Attendance Area (Considered an Automatic SVVSD Policy Waiver)
JCAA - School Districting/Redistricting (Considered an Automatic SVVSD Policy Waiver)
JF (All) - Student Admissions and Denial of Admissions/Open Enrollment/Appeals
JGA - Assignment of New Students to Classes and Grade Levels (Considered Automatic SVVSD Policy Waiver)
JGA-R – Assignment of New Students to Classes and Grade Levels
JH (All) - Student Absences and Excuses
JH/JHB/JHD (Considered Automatic SVVSD Policy Waivers)
JI (All) – Student Rights and Responsibilities, etc. (Considered Automatic SVVSD Policy Waivers)
JJ (All) – Student Activities, etc. (Considered Automatic SVVSD Policy Waivers)
Section K: School-Community-Home Relations

Aspen Ridge will establish its own policies concerning fundraising and advertising activities. The Aspen Ridge Board will hear and handle all parental complaints about the Charter School’s academic program and instructional resources.

KE (All) - Public Concerns and Complaints, etc.
KF (All) – Community Use of School Facilities, etc.
KH (All) - Public Gifts to Schools (Considered an Automatic SVVSD Waiver)
KLB – Relations with Election Authorities (Voter Registration)
KLG – Relations with State Agencies
Policy Section L – Education Agency Relations
LDA – Student Teaching and Internships
LDA-R – Student Teaching and Internships
EXHIBIT B

ASPEN RIDGE PREPARATORY SCHOOL

OUTREACH PLAN TO RECRUIT DIVERSE STUDENT POPULATION

RATIONALE: Aspen Ridge Preparatory School is committed to recruiting and retaining a diverse student population that represents the cultural, ethnic and socio-economic diversity within the Erie area. The founders of Aspen Ridge believe that diversity is an important element for the school that will enrich the educational experience for all of its students. This outreach plan encompasses the two themes of Communication and Accessibility.

**Communication:**

1. The outreach materials will be directed toward two populations:
   (a) Free/reduced lunch eligible (FRL) students AND
   (b) Students who are classified members of one of the ethnic minority groups whose enrollment is tracked by the school.
2. We will provide the free/reduced lunch eligible application (as provided to us by the District) as part of the enrollment process.
3. We will work to craft outreach materials which are specifically tailored to appeal to each of the groups above (free/reduced lunch eligible and racial/ethnic minorities.)

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<th>Goal</th>
<th>Activities</th>
<th>Person Responsible</th>
<th>Timeline</th>
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| **ARPS will implement outreach activities specifically targeting the FRL population** | • Distribute flyers to every home within the Erie area.  
• Display enrollment information on posters with school information in community locations (Library, Community Center, etc.)  
• Hold Information Sessions prior to and during Open Enrollment window.  
• Advertise the school and enrollment in local media. | ARPS Administration/Board of Directors | |
| **ARPS will implement outreach activities specifically targeting the racial and ethnic minority student population** | • Establish and maintain relationship with organizations such as the local YMCA, Erie Community | | |
Accessibility:

1. **ARPS will work to minimize transportation barriers, since free bus service will not be available to students.**
2. **ARPS will work to minimize language barriers.** Demographics indicate that the two dominant languages in the area are Spanish. After enrollment, ARPS will support these students in the manner described in its application and will provide those procedures provided by the District.
3. **ARPS will work to minimize financial barriers for students and will follow the District’s procedures for assessing and assessing required fees.**

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<th>Goal</th>
<th>Activities</th>
<th>Person Responsible</th>
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| **ARPS will support parents in finding viable methods for getting students to and from school.** | • Parent volunteers will work with families to arrange carpool solutions.  
   • ARPS will investigate carpool software programs such as carpoolworld.com and Ride Arrangers to match families with a carpool solution for getting their child(ren) to and from school. ARPS will provide parent tutorials on the use of this product.  
   • Provide information about public transportation available in the area. | School Access Parent Volunteers  
ARPS Administration                                                                 | Au                                                                                                                                                                |
| **ARPS will support parents’ access to the school by reducing the language barriers that prevent understanding of enrollment and attendance information.** | • Printed outreach materials will be printed in English and Spanish (the dominant second language within the area.)  
   • Provide a Spanish speaker/translator when necessary.  
   • Provide all website information in 57 languages including English and Spanish | ARPS Administration/Board of Directors                                                                 |
<table>
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<th>via Google translate.</th>
<th>• Enrollment documents available for downloading will be presented in both English and Spanish.</th>
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<td>• Provide Spanish-language announcements on local Spanish radio station(s), if possible.</td>
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**ARPS will support families in covering direct and indirect costs of enrolling their children in our school.**

| • Research and apply for grants that will help fund full day Kindergarten access for all students free of charge.  | ARPS Board of Directors                                                                 |
| • Donate 10% of all school fundraising efforts to scholarships for qualifying families to waive fees and provide for full day Kindergarten access at no cost. |                                                                                             |
| • Provide daily lunch service for students, enabling access to FRL meals to qualifying students. |                                                                                             |

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**EXHIBIT C**

**PLAN FOR ENGLISH LANGUAGE LEARNERS**

Some students enrolled at School will be English Language Learners (ELL). School will employ an ELL specialist to work with students who need ELL services. Students with a need for ELL services will be placed in the regular classroom for the majority of the day. They may be pulled out to work one on one or in a small group on their English language skills on an occasional basis. It is a goal of School to be an inclusive environment. With full immersion in an English language program, ELL students will flourish, learning skills from their peers and teachers, while still having the support of an ELL specialist.
School will comply with all required aspects of monitoring, assessing, and ensuring growth of students in the area of language acquisition. The goal will be to create a learning environment whereby all English Language Learners achieve the same challenging grade level standards as native-English speaking students. Through a small school environment focusing on individualized and personalized attention via PEP, differentiated instruction, ability grouping, and the RtI process, this goal is attainable. Students’ progress in acquiring English proficiency will be determined by using the California English Language Assessment (CELA) to assess listening, speaking, reading, writing, oral language and comprehension.

The CELA Placement Test will be initially administered to any student new to School or District who has been identified by a home language survey as having a primary home language other than English and has not been previously assessed with the CELA. Annually, the CELA Proficiency Test will be administered to those students identified by the Placement test as Non-English proficient (NEP) or Limited-English proficient (LEP) and are receiving program services.

School will implement the following curricular plan to meet the needs of its ELL students:

- All teachers will know the classification levels of ELL students assigned to their classroom for instruction.
- Colorado's ELD Standards for listening, speaking, reading, and writing will be used as a guide to instruct students on a daily basis.
- Differentiated instruction and ability grouping will be used in an inclusive setting.
- Cooperative learning activities and instructional strategies embedded in SFA Reading programs will enhance instructional opportunities with ELL students.
- On Our Way to English, published by Rigby/Harcourt will be implemented for direct ELD instruction in a pull-out format.
- Progress will be monitored with the goal of one level progress per year through the process of attaining fluency.
- Student support will be based upon parent participation/opinions, two measurable indicators and a recommendation from the teacher based upon academic achievement (e.g. TCAP (proficiency level), CELA scores, and a classroom achievement grade of a B or higher).

With regard to School's general curriculum program, the Success for All Foundation has conducted research and developed materials to provide schools with resources to meet the challenges of their linguistically and culturally diverse populations. Cooperative learning, a teaching methodology at the core of all SFA programs, is ideally suited to the need of ELL students. Students work with teams to study and learn together, practice skills, and exchange roles as teachers and learners. These small groups provide a "safe place" for ELL students to interact with their peers, practice language, and work on academic tasks. Systematic, daily contact with native speakers provides the invaluable, authentic language practice that is necessary to truly acquire language.

The research-based curriculum materials developed by the Success for All Foundation also include ELD strategies built into each lesson. There are no separate ELL lessons that require special grouping, additional teachers/aides or alternate assessment measures. Lessons are structured so that ELL students are studying material on their
grade level with native English speakers but still receiving the support they need to make the lessons comprehensible. Keeping students at a challenging level while providing targeted assistance, enables them to achieve at the same rate as other students.

There are a range of supports in place. Reading materials identify important vocabulary for ELL students in each lesson, and suggest different ways of presenting it to ensure comprehension (proven techniques such as realia, TPR, pantomime, and choral response are all used). Curriculum support materials such as colorful vocabulary cards, puppets, and letter-blending cards provide strong visuals to aid in retention of new vocabulary and concepts. Assessment measures help pinpoint problem areas in vocabulary, oral language production and comprehension so these skills can be addressed directly, depending on the needs of individual students. Videos and DVDs, created exclusively for ELL students (but beneficial and enjoyable for all students) address important skills such as phonemic awareness, letter sounds, sound blending, vocabulary development, and specific reading strategies and skills (reading with fluency, making predictions, and monitoring for meaning and others).

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**EXHIBIT D**

**GOALS and OBJECTIVES**

**EXHIBIT D**

**GOALS and OBJECTIVES**

**a. Goals.** The goals of the School will be as follows:

i. Annually, increase the percentage of students reading on grade level in grades K-3 and ensure that each student not on grade level has an ILP in place.

ii. Improve the reading achievement of students in grades 3-5 by a minimum of 2% per year as measured by the CSAP Reading Assessment.

iii. Improve the math achievement of students in grades 3-5 by a minimum of 2% per year as measured by the CSAP Math Assessment.

iv. Improve the writing achievement of students in grades 3-5 by a minimum of 2% per year as measured by the CSAP Writing Assessment.

v. Increase the school growth rate for achievement of students maintaining one year's growth (i.e., keeping up) by a minimum of 2% per year as measured by the Colorado Growth Model.

vi. Decrease the rate of students performing below proficiency (i.e., "needing to catch up") by a minimum of 2% per year as measured by the Colorado Growth Model.
vii. Decrease the achievement gap for any statistically significant sub-group demonstrating an achievement gap during the baseline year by decreasing the number of students performing below proficiency by 12% through the 3 year term of this charter.

viii. Improve the percentage of students meeting all their PEP goals by 5% each year.

ix. Demonstrate one-hundred percent of students completing annual presentations and/or projects on each of the Aspen Ridge Trailways: Technology Trail, International Trail, Nature Trail, and Personal Development Trail.

b. Objectives. The School will meet or make reasonable progress toward the following objectives:

i. CSAP. Student results, including student achievement and the Colorado Growth Model, on state-required assessments shall equal or exceed results for schools serving comparable students district-wide.

ii. The School shall administer the Success for All 4Sight (or Roots Assessment), G-MADE, and PALS at least twice each year. These diagnostic and progress monitoring assessments are for the purpose of focusing instruction to maximize student growth. Seventy-five percent (75%) of students assessed will meet or exceed academic growth for students with demographic characteristics similar to students at the School.

iii. Parent and Student Satisfaction. Parent and student satisfaction with the educational program at the School will be at least 90% based upon the respondents to various student and parent surveys jointly agreed upon by the School and the District.

iv. Maintain a student attendance rate of 95% or above for each year of operation.
Informal negotiation. If a dispute arises between the District and the School relating to the implementation of this Contract, authorized representatives of the District and the School will meet at the request of either party to discuss a resolution to the dispute.

Formal notification of dispute. If the dispute is not resolved, 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. Such notice will be given within twenty days of the time the party knew or should have known of the action at issue.

Non-binding arbitration. If the parties are unable to negotiate a resolution to the dispute within thirty business days of receipt of such formal 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.

Procedure. The arbitrator will conduct a hearing limited to the issues raised in the notice required by Section 3.4b above. The arbitrator will have authority to make procedural rules and will issue a report to the parties within thirty calendar days after the close of the hearing. Such report will contain findings and a recommendation regarding the issue(s) in dispute. The arbitrator's recommendation will be forwarded confidentially to the District, with a confidential copy to the School. After receipt of the arbitrator's recommendation, the parties will meet to discuss a resolution to the dispute.

Board action. If the parties are unable to negotiate a resolution, the Board will 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 Section 22-30.5 I07.5 (3)(b), C.R.S., will mean the same date as the Board releases its decision. The Board's action on the recommendation will be final and binding; subject only to such appeal as may be authorized by law.

District's authority. The dispute resolution process set forth in this Contract will not be required prior to the exercise of any contractual right or authority by the District or its Board, including remedial authority for any breach of this Contract,
provided that the District's exercise of any such right or authority will be subject to this dispute resolution process.

Waiver. Failure to file notice within the time specified in Section 3.4b or failure of a party to advance the process within the times specified, will be deemed a waiver of any further right to contest an action covered by this procedure with respect to the specific action at issue and will 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.

Costs shared. The parties will share equally the costs of arbitration, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

Goals. The goals of the School will be as follows:

- Annually, increase the percentage of students reading on grade level in grades K-3 and ensure that each student not on grade level has an ILP in place.
- Improve the reading achievement of students in grades 3-5 by a minimum of 2% per year as measured by the CSAP Reading Assessment.
- Improve the math achievement of students in grades 3-5 by a minimum of 2% per year as measured by the CSAP Math Assessment.
- Improve the writing achievement of students in grades 3-5 by a minimum of 2% per year as measured by the CSAP Writing Assessment.
- Increase the school growth rate for achievement of students maintaining one year's growth (i.e. keeping up) by a minimum of 2% per year as measured by the Colorado Growth Model.
- Decrease the rate of students performing below proficiency (i.e. "needing to catch up") by a minimum of 2% per year as measured by the Colorado Growth Model.
- Decrease the achievement gap for any statistically significant sub-group demonstrating an achievement gap during the baseline year by decreasing the number of students performing below proficiency by 12% through the 3 year term of this charter.
- Improve the percentage of students meeting all their PEP goals by 5% each year.
Demonstrate one-hundred percent of students completing annual presentations and/or projects on each of the Aspen Ridge Trailways: Technology Trail, International Trail, Nature Trail, and Personal Development Trail.

Objectives. The School will meet or make reasonable progress toward the following objectives:

CSAP. Student results, including student achievement and the Colorado Growth Model, on state-required assessments shall equal or exceed results for schools serving comparable students district-wide. The School shall administer the Success for All 4Sight (or Roots Assessment), G-MADE, and PALS at least twice each year. These diagnostic and progress monitoring assessments are for the purpose of focusing instruction to maximize student growth. Seventy-five percent (75%) of students assessed will meet or exceed academic growth for students with demographic characteristics similar to students at the School.

Parent and Student Satisfaction. Parent and student satisfaction with the educational program at the School will be at least 90% based upon the respondents to various student and parent surveys jointly agreed upon by the School and the District.

Maintain a student attendance rate of 95% or above for each year of operation.

c. District Accreditation Indicators: Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

The Waivers requested in the application are included below for reference; however, the School will continue to be governed by State Statute and Board Policies and Regulations until such time as the waivers are presented in the above format with all information provided to the satisfaction of the Board and State Board. The Waivers in final form will be attached to this contract.

C.R.S. 22-1-110 Effect of use of alcohol and controlled substances to be taught
Specifies how, when, and to what extent the effects of alcohol and controlled
substances will be taught in all grade levels.

Aspen Ridge will be responsible for identifying the instructional materials and strategies used to teach these topics and the extent to which these topics will be integrated into the curriculum.

**C.R.S. 22-9-106 Certified Personnel Evaluations**
Requires school districts to have a written system and related procedures to evaluate the performance of school district certificated personnel.

Aspen Ridge will be responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations.

**C.R.S. 22-32-109 (1) (b) Board of Education - specific duties**
Grants Board of Education authority to adopt policies and prescribe rules and regulations for efficient administration of the Sponsoring District.

Aspen Ridge will be operating independently from other schools in the Sponsoring District and should be delegated the authority to develop, adopt and implement its own operational policies, rules and regulations.

**C.R.S. 22-32-109 (1) (f) Board of Education - specific duties**
Requires Board of Education to employ all personnel and fix their compensation.

Aspen Ridge will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment.

**C.R.S. 22-32-109 (1) (n) (11) (B) Board of Education - specific duties**
Provides for adoption by the Board of Education of a district calendar applicable to all schools or of individual school calendars.

Aspen Ridge will follow the St. Vrain Valley School district calendar, but reserves the right to add days for professional development for teachers and staff as deemed appropriate by the Aspen Ridge Board of Directors.

**C.R.S. 22-32-109 (1) (t) Board of Education - specific duties**
Grants Board of Education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.

The Board of Aspen Ridge will be responsible for the school's curriculum and the selection of textbooks and other instructional materials, consistent with the school's mission, goals, and educational program.

**C.R.S. 22-32-109(1)(aa) Board of Education - specific duties**
Requires districts to adopt content standards and a plan for implementation of such content standards.

Aspen Ridge will meet or exceed Colorado Model Content Standards. Aspen Ridge will be responsible for working with its curricula providers to ensure the full integration of all content standards and benchmarks specific to Aspen Ridge's educational program.

**C.R.S. 22-32-110 (h), (i), (j), (k), (ee) Board of Education - specific duties**
Grants Board of Education authority to terminate personnel; reimburse employees for expenses; procure group life, health, and accident insurance for employees; adopt policies, rules and regulations relating to efficiency, in-service training, professional growth, safety, conduct and welfare of employees; and employ teacher aides and non-certificated personnel.

Aspen Ridge will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training.

**C.R.S. 22-32-119 Kindergartens**
Permits Board of Education to establish and maintain kindergartens and prescribe courses of training, study, and rules and regulations governing the program.

Aspen Ridge will operate its own kindergarten program and should be authorized to develop, adopt, and implement the training, study, and rules and regulations governing its kindergarten program.

**C.R.S. 22-32-126 Principals - employment and authority**
Authorizes Board of Education to employ principals.

Aspen Ridge will be responsible for its own personnel matters, including hiring an administrator. The success of the school will depend in large part upon its ability to select and employ its own staff. The administrator will be responsible for a wider range of tasks.

**C.R.S. 22-63-201 Teacher Employment, Compensation, and Dismissal; Employment -certificate required**
Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.

Aspen Ridge should be granted the authority to hire teacher and administrators who will further the mission, goals and objectives of the school. Aspen Ridge seeks to attract teachers from a wide variety of backgrounds, including, but not limited to, teachers residing out-of-state, teachers seeking alternative certification, persons with a background of successful teaching experience.
**C. R.S. 22-63-202 Employee contracts - duration - damage provision**
Requires written employment contracts with teachers, including a damages provision, and provides for temporary suspension of employment and cancellation of contract.

Aspen Ridge will be responsible for its own personnel matters, and should be granted the authority to develop its own employment contracts and terms and conditions of employment, provided that such are consistent with this contract.

**C.R.S. 22-63-203 Probationary teachers - renewal and non-renewal of employment contract**
Provides for contract with probationary teachers.

Aspen Ridge will be responsible for its own personnel matters, including employment contracts and terms and conditions of employment.

**C. R.S. 22-63-206 Teacher Employment; Transfer - compensation**
Permits transfer of teachers between schools upon recommendation of the district's chief administrative officer.

Aspen Ridge will select its own teachers. The Sponsoring District should not have the authority to transfer teachers into the Charter School or to transfer teachers from the Charter School to other schools.

**C.R.S. 22-63-301 Grounds for dismissal**

**C.R.S. 22-63-302 Procedure for dismissal**
Provide grounds and procedures for the dismissal of teachers.

The success of Aspen Ridge in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The school must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure does not apply to the charter school.

**C.R.S. 22-63-401 Salary schedule - adoption - changes**
Provides for district Board of Education to adopt a salary schedule and place teachers on the schedule.

Aspen Ridge should be delegated the authority to determine compensation rates.

**C.R.S. 22-63-402 Teacher Employment; Services - disbursements**
Prohibits disbursement of district monies to teachers not holding a valid teacher's certificate or written authorization.

Aspen Ridge will ensure that all teachers are Highly Qualified, under the definitions in the No Child Left Behind Act, in the core academic areas of English,
Reading or Language Arts; Mathematics; Science; Foreign Languages; Social Studies; and the Arts. Teachers will demonstrate Highly Qualified status upon employment through documentation of college degree completion and subject matter competency, in accordance with the law. Aspen Ridge will seek to hire teachers licensed by the Colorado Department of Education appropriate to the field and grade level position; however, this is not a requirement for employment.

**C.R.S. 22-63-403 Payment of salaries**
Governs payment of salaries upon termination of employment of a teacher.

Aspen Ridge will develop its own employment contracts and terms and conditions of employment. Aspen Ridge reserves the right to identify, during its implementation period, those state laws or Colorado Department of Education rules which are impediments to effective operation and to request waivers of those statutes and rules, as allowed within Title 22 of the Colorado Revised Statutes. executed

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**District Policy**

**Policy Section C, General School Administration**
CA Administration Goals/Priority Objectives; CFB Evaluation of Principals/Building Administrators; CFBA Evaluation of Evaluators; CH Policy Implementation; CHA Development of Regulations; CHB Board Review of Regulation.

Aspen Ridge will establish policies for recruitment and hiring of administrative staff, with the intent to comply with any applicable laws.

**Policy Section D, Fiscal Management**
DB Annual Budget; DBC Budget Planning, Preparation and Scheduling; DBD Determination of Budget Priorities; DBG Budget Adoption; DD Funding Proposals; Grants and Special Projects; DG Banking Services; DGA/DGB Authorized Signatures/Check-Writing Services; DJ (all) Purchasing Procedure policies; DKC (also DKC-R-1 and DKC-R-2) Expense Authorization/Reimbursement: DN (also DN-R) School Properties Disposition.

Aspen Ridge Board of Directors, as the fiscal agent for the Charter School, will be solely responsible for Aspen Ridge budget development, approval, and management. Aspen Ridge will establish its own business practices as outlined in the Financial Policies included in Appendix I. All equipment will be purchased and sold within guidelines established by its Board of Directors.

**Policy Section E, Support Services**
EEA Student Transportation; EEAA Walkers and Riders; EEAC Bus Scheduling
and Routing; EEBA School-Owned Vehicles; EF Food Services; EFAA Use of Surplus Commodities; EFC Free and Reduced-Price Food Services.

Aspen Ridge will not provide transportation to its students. Transportation will be provided by parents. Aspen Ridge may elect to provide this service in the future or to contract with the Sponsoring District for transportation services for field trips or other special events.

Policy Section F, Facilities Planning and Development
FE (all) School Construction policies; FF (also FF-R) Naming of Facilities.

Aspen Ridge will be responsible for the planning, design, construction, supervision, and naming of its own facilities.

Policy Section G, Personnel
GBD Communications with Staff; GBEB Staff Conduct; GBEBA Staff-Dress Code; GBEBC Gifts to and Solicitations by Staff; GBK (also GBK-R and GBK-E) Staff Concerns/Complaints/Grievances; GC (all) School Employee policies; GD (all) School Employee policies.

Offers of employment will be extended by and compensation will be established by the Aspen Ridge Board of Directors. All school employees will be considered "at will" employees, allowing either the school or the employee to terminate the employment at any time. Aspen Ridge will determine its school calendar (aligned to the St. Vrain Valley School District's Calendar), workday schedules, staffing needs, and recruitment and hiring procedures. Aspen Ridge will develop its own compensation schedule and benefit package, subject to the statutory requirement that employees of a charter school be members of the PERA. Aspen Ridge will adopt policies which comply with all state and federal laws and which specify and ensure legally-required rights, privileges, and protections for its employees.

Policy Section H, Negotiations
H (all) Negotiations policies.

Aspen Ridge will be responsible for drafting policies and negotiating employment contracts.

Policy Section I, Instruction
IB Academic Freedom; IC/ICA School Year/School Calendar; IE Organization of Instruction; IF (also IF-R) Use of Instructional Time; IFC Multiculturalism; IG (all) Curriculum Development policies; IH (all) Instructional policies [notwithstanding this waiver request, Aspen Ridge intends to fully comply with all federal and state educational requirements discussed within these policies]; IIB (also IIB-R) Class Size; IJ (all) Instructional Materials and Resources policies; IK (all) Grading,
Aspen Ridge will design its own educational program and curriculum. Textbooks will be approved by the Aspen Ridge Board of Directors. Curriculum design, implementation and review will be an ongoing process. Aspen Ridge will ensure the curriculum aligns with the Colorado Model Content Standards. Aspen Ridge will work with the Sponsoring District to ensure all required state assessments are completed, but may administer additional and/or alternative assessments to those the Sponsoring District employs. In addition, Aspen Ridge reserves the right to determine policies concerning other school issues, including but not limited to: field trips, volunteers, and parent and staff conferences.

**Policy Section J, Students**
JC (also JC-R) School Attendance Areas; JF (all) Student Admissions policies; JGA (also JGA-R) Assignment of New Students to Classes and Grade Levels; JH (all) attendance policies; JICA Student Dress; JJ Student Concerns, Complaints and Grievances; JJ-1/JJ-2 Student Activities; JK (all) Student Discipline policies; JP Student Donations and Gifts; JQ Student Fees, Fines and Charges.

Aspen Ridge will establish its own enrollment and withdrawal policies. Aspen Ridge will also establish its own student dress code and discipline procedures.

**Policy Section K, School-Community-Home Relations**
KE Public Concerns and Complaints; KEC (also KEC-R and KEC-E) Public Concerns about Instructional Resources; KEF Public Concerns/ Complaints about Teaching Methods, Activities or Presentations; KF (all) Use of School Facilities policies; KHA (all) Solicitation and Promotional policies.

The Aspen Ridge Board of Directors will hear and handle all parental complaints about the school’s academic program and instructional resources. Aspen Ridge will establish its own policies concerning fundraising and advertising activities.

**Policy Section L, Education Agency Relations**
LDA (also LDA-R) Student Teaching and Internships

Aspen Ridge will determine when it is appropriate to accept a student teacher at the school.