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**CHARTER SCHOOL CONTRACT
WEST RIDGE ACADEMY**

This Charter School Contract (“Contract”) is made and entered into this 31st day of January 2018, by and between Weld County School District 6 (the “District”) and West Ridge Academy, a public charter school organized as a Colorado non-profit corporation (the “School”) (collectively, the “Parties”).

RECITALS

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

WHEREAS, the District’s Board of Education (“District Board”) previously authorized the School to form and operate a charter school in the District pursuant to a charter school contract, which expires by its terms on June 30, 2018; and

WHEREAS, on or before December 1, 2017, the School submitted an application to renew the School’s charter (the “Application”); and

WHEREAS, on January 22, 2018, the District Board adopted a resolution approving the Application and renewing the School’s charter for a term of five (5) years (the “Resolution”) (attached hereto and incorporated by reference herein as **Attachment 1**).

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

SECTION ONE: ESTABLISHMENT OF SCHOOL

1.1 Term.

- A. This Contract is effective as of July 1, 2018, and shall continue through June 30, 2023. Although this Contract is for operation of the School for a period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term. The District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. This Contract may be renewed for an additional period upon application for renewal in accordance with the state law and District Board approval of the renewal of the application.
- B. Provided that School is not in default of any term, condition, or covenant of this Contract, the School may request that the District extend the term of its charter and this Contract for up to ten (10) years in conjunction with any long-term facilities financing, which request shall not be unreasonably denied (“Term Extension”). If the District approves a Term Extension, the parties shall enter into a written amendment to this Contract, which shall be effective as of the date of the closing on the long-term facilities financing.

1.2 Charter School Corporate Status.

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

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

1.3 Charter School Legal Status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 4.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. § 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act. The School also is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and is additionally subject to the Open Meetings Law, C.R.S. §§ 24-6-401 to 402, and the Colorado Open Records Act, C.R.S. §§24-72-200.1 to 200.5.

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

2.1 District Rights and Responsibilities.

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

- i. School records, including but not limited to, student cumulative files, policies, special education and related services;
- ii. Financial records;
- iii. Educational program, including test administration procedures and student protocols;
- iv. Personnel records, including evidence criminal background checks have been conducted;
- v. School operations, including health, safety and occupancy requirements;
- vi. Inspection of the facility or facilities; and
- vii. Board minutes, meeting notices, agendas, other records, and communications.

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

The District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

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

- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School in accordance with this Contract, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable state or federal law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

2.2 School Rights and Responsibilities.

- A. Records. The School agrees to comply with all federal, state, and District record keeping and reporting requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The School's obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be reported online in accordance with the Financial Transparency Act and any other federal and state laws addressing financial transparency and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.
- B. Notification Provided to the District.
- i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
- a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3; or
 - b) Any complaints filed against the School by any governmental agency including, but not limited to OCR, CCRD, and EEOC.
- ii. Immediate Notice. The School shall immediately notify the District of any of the following:
- a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable federal or state law;
 - b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
 - c) The arrest, dismissal or resignation of any members of the Charter Board or School employees for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, or any

misdeemeanor criminal offenses involving children. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7 and other relevant laws as required.

- d) Misappropriation of funds;
- e) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
- f) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same.

C. Compliance. The School shall comply with all federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 4.5.

D. Reports. The School shall provide to the District in a timely manner any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within five (5) days after the date due is a material violation of this Contract, and the District may take actions outlined in Section 2.2.H subject to Section 2.2.I.

- i. On or before September 30 each year, the School shall provide the District with a report identifying the progress that the School has made on each of its unique objectives included in Section 6.3.A & B during the prior school year.
- ii. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. §§ 22-44-301 *et seq.* (including budget).
 - a) Proposed budget – on or before May 1.
 - b) Projected enrollment – on or before March 1.
 - c) School budget approved by Charter Board – on or before June 15.
 - d) In accordance with Section 7.8, the School shall provide to the District monthly detailed financial reports by the 15th of the following month. The School shall also prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(l)(b), and post required reports pursuant to C.R.S. §§ 22-44-301 *et seq.* Such reports shall be submitted to the District upon request. Year-end reports shall also be submitted upon request.
 - e) Annual audit on or before August 31.
 - f) Preliminary trial balance on or before July 31 and end of year trial balance on or before August 31.
- iii. School Calendar. The School shall provide the school calendar on or before April 15.
- iv. Health and safety information including report of previous year's fire drills and updated emergency plans, emergency contact information, etc. – June 1.

- v. Bond and Financing Documentation. The School shall provide closing documents and bank statements no later than five (5) business days of closing.
- vi. Safe School Plan. C.R.S. § 22-32-109.1. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by June 1. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.
- vii. Governance Information.
 - a) Charter Board membership (i.e., names/ contact info, terms) – August 1.
 - b) Charter Board member conflict of interest disclosures – August 1.
 - c) Current Bylaws – within ten (10) business days after any material changes.
 - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
- viii. Insurance certification – August 1.
- E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law.
- F. Procedures for Articles of Incorporation and Bylaw Amendments. The School shall follow the requirements of the Colorado Revised Non-Profit Corporations Act in amending its Articles of Incorporation and Bylaws and shall provide the District with notice of any such material modifications, as defined in Section 3.1 below. The Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in District policy and applicable state law.
- G. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education (the “State Board”), shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.
 - i. In the event any dispute arises between the District and the School concerning this Contract, including but not limited to the implementation of or waiver from any District policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the District or his designee for review. Thereafter, representatives of the District and the School shall meet and attempt in good faith to negotiate a resolution of the dispute.
 - ii. In the event the parties’ representatives are unable to resolve the dispute informally pursuant to the procedure set forth above, the parties shall submit the matter to an independent mediator, who shall be agreed upon by the parties within fifteen (15) calendar days following either party’s written request for

mediation (the “moving party”). If the parties are unable to agree upon a mediator within that time, the parties shall jointly obtain a list of available mediators from the Judicial Arbitrator Group, Denver, Colorado and have it delivered to the non-moving party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving party.

- iii. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party’s written request for mediation, with final written findings entered by the mediator and served on both parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District’s Board, which shall in turn make a decision on the matter and release the mediator’s written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the Board shall be final; provided, however, that the School may appeal to the State Board concerning those matters within the State Board’s jurisdiction in accordance with governing law.

H. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection I below.

- i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112(8).
- ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.
- iii. Seeking Technical Assistance. The District may require the School to seek technical assistance from a provider other than the School’s education management provider if the School is required to prepare and implement a priority improvement plan or turnaround plan.
- iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701 *et seq.*, if the conditions of an emergency exist, as defined therein.

- I. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, the District shall, to the extent practicable, engage in the following process:
 - i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the District expects the deficiency to be remedied, and the expected remedy.
 - ii. The District shall give the School a reasonable opportunity to contest the District’s determination that a breach has occurred. In a non-emergency situation, this means the Lead Administrator or his designee shall be given an opportunity to meet with the Superintendent or his designee to discuss the notice within five (5) days.
 - iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 2.2.H (i) through (iv).
- J. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.2.G, file an appeal with the State Board, or seek other remedies provided by law.
- K. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.

SECTION THREE: SCHOOL GOVERNANCE

3.1 Governance.

The School’s Articles of Incorporation and Bylaws shall not conflict with the School’s obligation to operate in a manner consistent with this Contract. The Charter Board will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Bylaws shall be made in accordance with the procedures described in Section 2.2.F of this Contract. As used herein, a “material modification” shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents, that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

3.2 Corporate Purpose.

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

3.3 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection. The School shall list on its website information about Charter Board members, Charter Board meetings, relevant School documents, and other information that may be of interest to students, parents, and community members. The School shall conduct meetings consistent with principles of transparency, the Colorado Open

Meetings Law and the Colorado Open Records Act, and shall adopt and strictly enforce a conflict of interest policy including a policy.

3.4 Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, rather than the District Board. The School agrees to inform the District charter liaison or designee regarding the resolution of any complaint that it receives and processes through the School's internal grievance policy to the Charter Board level within fourteen (14) days of such resolution.

3.5 Contracting for Educational Services.

Unless approved by the District in writing, the School shall not enter into a contract or subcontract for the management or administration of its instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses or provide specific services as a portion of the School's educational program or operations. Subject to the limitations above, the School may negotiate and contract with a school district, the governing body of a state college or university, a school food authority, or any third party for the use, operation and maintenance of a school building and grounds or the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein.

3.6 Contracting for Operational and Administrative Services.

Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest. The School shall adopt policies and procedures relating to the procurement and contracting of goods and services. The District may offer guidance on such policies and review contracts on a case by case basis as requested by the School.

3.7 Volunteer Requirements.

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

3.8 Conflict of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with state law and District policies and regulations regarding ethics and conflict of interest.

SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS

4.1 Operational Powers.

The School shall be responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract and as allowed by the Act): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and Bylaws consistent with the terms of this Contract.

4.2 Evaluations and Trainings.

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

4.3 Transportation and Food Services.

- A. The District and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School shall be solely responsible for providing transportation services, if any, to students attending the School (other than special education students who require transportation as a related service).
- B. Food service for students of the School shall be the sole responsibility of the School. Before the School opens, a food service plan must be provided to and approved by the District's Board. The District will assist the School in the development of the plan if the School requests such assistance. The plan will be incorporated into the Contract as an amendment. The District may provide food service as part of the plan on mutually agreeable terms and conditions outlined in a separate agreement.

4.4 Insurance.

The School shall purchase insurance protecting the School and Charter Board, employees, and volunteers (if allowable by policy), and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below:

Comprehensive general liability - \$2,000,000.
Officers, directors and employees errors and omissions - \$1,000,000.
Property insurance - As required by landlord.
Motor vehicle liability (if appropriate) - \$1,000,000.
Bonding (if appropriate):
Minimum amounts: \$25,000.
Maximum amounts: \$100,000.
Workers' compensation - (as required by state law).

The District shall provide at least 30 days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII". The School shall provide certificates of insurance to the District's Risk Manager by August 1 annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, sent to the School and the District's Risk Manager. The School shall notify the District's Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. Both parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this contract.

4.5 Waivers.

A. State Laws and Regulations.

- i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan, or statement, to the Colorado Department of Education, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule. The list in effect as of the Effective Date is attached in **Attachment 3**.
- ii. Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and the waiver is consistent with the School's operational or educational needs.
- iii. Procedures for Non-Automatic Waiver Requests. Upon receipt of a sufficient rationale and replacement, then District Board agrees to jointly request waiver of the state laws and regulations that are listed in **Attachment 4**. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a

decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. State Board approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

B. District Policies.

- i. Waiver Requests. The District Board agrees to waive the district policies that are listed in **Attachment 5**.
- ii. Subsequent Waiver Requests. The School may request additional waivers. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld. Any such requests for waivers must include a statement articulating how the School plans to comply with the intent of the statute, rule, or policy for which waiver is required.

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels.

The School may serve students in grade K-8.

5.2 Student Demographics.

As required by the Colorado Charter Schools Act, C.R.S. § 22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the District. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch, English language learners, and special education programs within the District average, taking into account the demographics of other public schools within a reasonable proximity to the School. The parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in **Attachment 6**.

5.3 Maximum and Minimum Enrollment.

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

5.4 Eligibility for Enrollment.

The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise

ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. § 22-33-106(3)(f) in another District school. All enrollment decisions shall be made in accordance with applicable State and Federal law and policy.

5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

Enrollment preferences, selection method, timeline, and procedures are described in **Attachment 6**.

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

- A. Pre-identification. The School shall conduct its admission process, including any lottery or similar process, without inquiry into the disability status of students.
- B. Identification. Following receipt of an application for enrollment and, if applicable, success in any lottery or similar process, the School shall determine whether a student has been identified as a child with disabilities eligible for special education and related services pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1401 *et seq.* (“IDEA”) or an individual with a disability under Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and/or the Americans with Disabilities Act (“ADA”). If so, the School shall obtain a copy of the student’s individualized education program (“IEP”) or Section 504 plan. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students.
- C. IEP and Related Processes. A screening team consisting of the Executive Director (or designee), and the School’s director of special education, other School staff as needed, and/or any District designee shall review the student’s IEP to determine whether the School can provide a free appropriate public education (FAPE) to the student. If the screening team is unable to determine whether the student can be appropriately served, or believes the student cannot be so served, enrollment is then contingent upon a properly constituted IEP team determining whether the School can provide a free appropriate public education (FAPE) to the student.

5.7 Participation in Other District Programs.

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

5.8 Non-Resident Admissions.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. If the School has more applicants than it has space, preference shall be given to those students who reside within the District. The School shall handle denial of admission in a manner consistent with state law and District policy/regulations. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

5.9 Student Movement After October 1.

After October 1, any movement of students between the School and any District school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with applicable law and District policy.

5.10 Attendance, Expulsion and Denial of Admission.

The School has received a waiver from the District's policies and regulations concerning student attendance and standards of conduct and discipline. The School shall be responsible for student discipline decisions, hearings, and appeals in accordance with its replacement policies. General education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. Special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the District.

5.11 Continuing Enrollment.

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

SECTION SIX: EDUCATIONAL PROGRAM

6.1 Vision.

The vision set forth in the Application is accepted by the District, as amended by this Contract.

6.2 Mission.

The mission set forth in the Application is accepted by the District, as amended by this Contract.

6.3 Goals, Objectives, and Pupil Performance Standards.

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

- A. District Accreditation. The School shall be accredited in accordance with written District guidelines and state law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §§ 22-7-101 *et seq.*; the Education Reform Act, C.R.S. §§ 22-7-401 *et seq.*; the School Accountability Reporting Act, C.R.S. §§ 22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. §§ 22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived. In the event that the School's student academic growth and performance is below the District average for academic and growth performance of District students, the District shall require the School to develop a written performance plan that targets the use of these mill levy proceeds to improve student achievement. Once mill levy proceeds are distributed to the School

pursuant to the provisions of paragraph 7.1(B)(ii), the District may review the three-year average of the School's academic and growth performance as measured by Colorado state assessments.

- B. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance and operations. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized. The School and the District agree that the School shall not be required to adopt any changes in District policy under this Section during the term of this Contract, unless required to by state or federal law. Finance, governance, and operations indicators may be incorporated into accreditation indicators in A above.
- C. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework, any additional federal requirements, and any other agreed-upon measures and metrics. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.
- D. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response and laws governing incidents of school violence under C.R.S. § 24-10-106.3, and any state regulations governing the operation of school facilities.
- E. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Application and this Contract.

6.4 Educational Program Characteristics.

The School shall implement and maintain the following characteristics of its educational program, subject to modification with the District's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed:

West Ridge Academy is a K-8 Core Knowledge school. The Core Knowledge Curriculum is one of the most successful academic programs in the nation. The main education areas of math, science, English and history are covered, but music and art are key components as well. The approach and benefit of the Core Knowledge Curriculum can be summed up by discussing the 4 C's of Core Knowledge: Content-Specific, Cumulative, Coherent, and Cross Curricular.

Further, the School's program is defined by its core beliefs, as follows:

We Believe:

- all children can learn provided they receive proper instruction.
- in providing a small school atmosphere where students are known by name and have a significant relationship with at least one adult in the school.
- that all students are valued and respected.

- all students should learn personal responsibility and a positive work ethic.
- in emphasizing the role of the family in a child’s education, which includes providing meaningful parental involvement.

6.5 GED and On-Line Programs.

The School’s educational program as contained in the application and currently operated and as reviewed by the District does not include an on-line program pursuant to C.R.S. §§ 22-33-104 *et seq.*, or a GED and the School is accordingly prohibited from offering such online or GED programs.

6.6 Curriculum, Instructional Program and Pupil Performance Standards.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School’s vision and mission.

6.7 Tuition and Fees.

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. § 22-20-109(5), C.R.S. § 22-32-115(1) and (2) and C.R.S. § 22-54-109, other than for PRE-K, full-day kindergarten programs, before and after school programs or as otherwise permitted by law.
- B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. § 22-32-110(1)(o) & (p) and C.R.S. § 22-32-117. Fees must be submitted to the District Board of Education no later than April 15 of the year before such fees go into effect.
- C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board regulations.

6.8 English Language Learners.

The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District’s procedures for identifying, assessing and exiting English language learners.

6.9 Education of Students with Disabilities.

- A. IDEA-Eligible Students with Disabilities.
 - i. The District shall provide all special education support services for students with disabilities at the School; provided however that the School shall be responsible for hiring special education teacher(s), and support staff in accordance with applicable federal and state law and with the special education staffing formula established by the District. The District will be responsible for hiring related services provider(s) and assigning them to schools in consultation with the School’s staff. The District shall reimburse the School for the actual costs of such teachers, providers, and staff hired in accordance with the District’s special education staffing formula if the salaries for such employees are consistent with the District’s then-current salary schedule.

- ii. The cost for special education services provided by the District pursuant to Section 6.9 is described as the “insurance model”. The insurance model means that at the end of each fiscal year, the District will calculate the actual cost of providing special education services to all students in the District. The District will convert that cost to a per pupil amount for all pupil FTE included in the District’s official October 1 funded count. This per pupil cost will be withheld from the School’s per pupil funding in the next year, with a final adjustment for costs owed to either party occurring no later than September 30. This method reconciles the actual cost or cost reduction for providing special education. District services for special education shall 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 agrees to provide detailed information on how the cost of special education services is calculated.
 - iii. The School agrees to comply with all District policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District’s position shall control.
 - iv. The District and the School shall jointly direct the development and/or modification of any IEP for special education students of the School. The District’s Superintendent, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School’s curriculum, instructional program and mission in the development of IEPs for students enrolled in the School.
 - v. The School’s special education teachers are required to participate in regular staff meetings sponsored by the District and/or School as appropriate.
 - vi. 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 shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
 - vii. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.
- B. Non-IDEA-Eligible Students with Disabilities. As a recipient of federal funds, the School is responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for the protections thereunder. The School agrees to follow District policy in identifying students who are Section 504 eligible and providing them with reasonable accommodation.

6.10 Extracurricular and Interscholastic Activities.

Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with state law with the District schools of

charter-enrolled students seeking to participate in activities not otherwise sponsored by the School. The student may try out at the school in the District designated by the District in accordance with the law and applicable Colorado High School Activities Association "CHSAA" rules. The School and the student shall comply with all applicable rules of CHSAA, the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.

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

6.11 Collaboration with District.

- A. The School shall provide reasonable notice to the District before entering into any inter-governmental agreements with other government entities.

SECTION SEVEN: FINANCIAL MATTERS

7.1 Revenues.

- A. Funding. In each fiscal year during the term of this Contract, the District shall provide funding to the School in an amount equal to one hundred percent (100%) of adjusted per pupil revenues (as calculated pursuant to C.R.S. §22-30.5-112.1) with the adjustment provided for in state law for charter schools formed after 2004 regarding at-risk funding when the School does not match the District's proportion of at-risk students, less (x) the actual amount of the School's per pupil share of the central administrative overhead costs (up to five percent (5%) of per pupil revenue), as provided by law; (y) deductions for purchased services, and (z) other deductions as provided herein and adjusted as provided herein. To the extent the District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions will be made to the School's funding by adjustment or set-off in subsequent months.
- B. Bond and Mill Levy Funds.
 - i. Bond Issues. Pursuant to C.R.S. § 22-30.5-404, the District shall have the sole determination of whether or not capital construction is includable in a Bond issue for the School.
 - ii. Mill Levy. The District will share mill levy override revenue with the School on a per pupil basis.
- C. Federal Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable federal Every Student Succeeds 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 shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.

- D. State Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable state categorical aid (e.g., English Language Proficiency, Gifted and Talented, or Transportation funding) received by the District for which the School is eligible (including but not limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education as required or evidence of students enrolled in the School that are eligible for such funds.

7.2 Disbursement of Per Pupil Revenue.

- A. Commencing on July 1 of each fiscal year of the contract term, District per pupil revenue funding as described in Section 7.1.A shall be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding shall be based on the School's enrollment projections submitted in accordance with Section 7.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 7.2.B. Funds shall be disbursed within five (5) days of being received by the District.
- B. The District's disbursement of funds shall be adjusted as follows: December 1 of each year, funding may 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 this District and not otherwise deducted except as provided herein. Funding may also be adjusted for any services provided by the Contract or other services provided in separate agreements. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding.

7.3 Budget.

On or before March 15 of each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. Any projected changes in enrollment and adjustments in the amounts withheld by the District for special education oversight, support and access to District-wide programs and for District-wide ESL services necessitated by changes in revenue and/or expenses shall be considered at that time. The budget shall be prepared in accordance with C.R.S. § 22-30.5-111.7(1)(a) and C.R.S. § 22-30.5-112(7) and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. Proposed budgets that spend down reserves shall include a narrative addressing 1) why reserves are being spent 2) the duration of the reduction and 3) the date when the school will return to a balanced budget. A material violation of this Section may result in the District initiating remedies described in Section 2.2.I.

7.4 Enrollment Projections.

Beginning with its second year of operation, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 5 percent (5%) of the official membership for the current school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of

funding pursuant to Section 7.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.5 TABOR Reserve.

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

7.6 Contracting.

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

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

7.7 Annual Audit and Trial Balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The District shall pay for the audit when a common auditor is used. The final audit shall be provided to the District on or before August 31. If, for causes within the School's control, the audit is not provided to the District by August 31 of each year as outlined above, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by August 31 is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by CDE and the District. Any requests for extensions must be approved by the District.

7.8 Financial Reporting.

The School shall provide to the District monthly detailed financial reports by the 15th of the following month. The School shall also prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(I)(b), and post required reports pursuant to C.R.S. §§ 22-44-301 *et seq.* Such reports shall be submitted to the District upon request. Year-end reports shall also be submitted upon request.

7.9 Non-Commingling.

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

7.10 Loans.

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

7.11 District Loans.

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

SECTION EIGHT: PERSONNEL

8.1 Employee Status.

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

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

8.2 Reserved.

8.3 PERA Membership.

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

8.4 Equal Opportunity Employer.

The School affirms that, consistent with applicable law and District policies/regulations, it shall not discriminate against any employee on the basis of race, creed, color, sex, national origin, marital status, sexual orientation, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

8.5 Employee Welfare and Safety.

The School shall comply with all District policies/regulations, and all applicable federal and state laws, concerning employee welfare, safety and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 *et seq.* and C.R.S. § 24-10-106.3.

8.6 Employee Records.

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable District policies/regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the requirements of the Colorado Open Records Act, §§ 24-72-201 *et seq.*

8.7 Employee Conduct.

All School employees shall comply with applicable District staff conduct policies, including non-discrimination policies, unless expressly waived in writing pursuant to Section 4.5 of this Contract, and applicable state law, concerning staff conduct and staff conflicts of interest.

SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT

9.1 Direct Costs.

The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder with the itemized accounting provided pursuant to Section 8.1.A above. That accounting shall be the basis for the amount withheld for the following school year, reconciled no later than September 30 of each year. The School and District reserve the right to negotiate direct costs on an annual basis.

9.2 District Services.

Except as is set forth in any subsequent written agreement between the School and the District, or as may be required by law, the School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements shall be finalized June 15 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

SECTION TEN: FACILITIES

10.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 5 days of closing, refinancing or leasing. The School has or shall comply with C.R.S. § 22-32-124, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1 above. If the School leases or owns other property, they will be fully responsible for that property.

10.2 Use of District Facilities.

The School may use District facilities in accordance with District policies KF and KF-R, Community Use of School Facilities.

10.3 Long-Range Facility Needs.

Beginning in 2017 when the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

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

11.1 Renewal Timeline and Process.

Subject to the School's right to a Term Extension in accordance with Section 1.1(B), the School shall submit its renewal application by no later than December 1 of the year prior to the year in which the charter expires. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The District Board shall rule by resolution on the renewal application no later than February 1 of the year in which the charter expires, or by a mutually agreed upon date following a public hearing where the School shall have the opportunity to address the District Board about its renewal request. If the District Board decides to not renew the Contract, it shall detail the reasons in its resolution.

11.2 Renewal Application Contents.

In addition to contents required by law, the renewal application should include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due.

11.3 Criteria for Renewal or Non-Renewal and Revocation.

The District may terminate the Contract and revoke the charter for any of the grounds provided by state law, including C.R.S. § 22-30.5-110(3), as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or denial also include but are not limited to the following:

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

11.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 2.2.I (i). Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 2.2.I) for breach.

11.5 School-Initiated Closure.

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

11.6 Dissolution.

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

11.7 Return of Property.

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

SECTION TWELVE: GENERAL PROVISIONS

12.1 Order of Precedence.

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies of the District Board that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the charter contract shall take precedence over the Application.

12.2 Amendments.

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

12.3 Merger.

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

12.4 Non-Assignment.

Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

12.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, that upon any material changes in law that may materially impact the relationship of the parties, the parties shall as soon as reasonably practical after the effective date of such change in law, amend this Contract to reflect such change in law.

12.6 No Third-Party Beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12.7 No Waiver.

The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

12.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, or three days after mailing when sent by certified mail, postage prepaid to the Lead Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

12.9 Severability.

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

12.10 Interpretation.

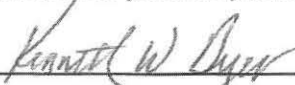
- A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and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

12.11 Nonreligious, Nonsectarian Status.

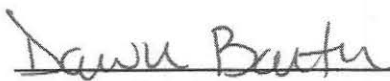
The educational program of the School shall be nonreligious, nonsectarian, and, consistent with applicable law and District policy, shall not discriminate against any student on the basis of race, color, creed, national origin, sex, marital status, sexual orientation, religion, ancestry, disability or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

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

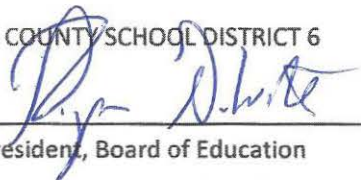
WEST RIDGE ACADEMY,
a Colorado non-profit corporation

By: 
President, Board of Directors


ATTEST:


Secretary, Board of Directors

WELD COUNTY SCHOOL DISTRICT 6

By: 
President, Board of Education

ATTEST:


Secretary, Board of Education

ATTACHMENT 1: DISTRICT BOARD RESOLUTION APPROVING THE RENEWAL APPLICATION

See attached Resolution.

RESOLUTION

Of the Board of Education of Weld County School District 6



RESOLUTION APPROVING THE WEST RIDGE ACADEMY RENEWAL APPLICATION AND CHARTER CONTRACT

WHEREAS, in 2010, pursuant to the Charter Schools Act, C.R.S. §§ 22-30.5-101 to 120 (the “Act”), the Board of Education (“Board”) of Weld County School District 6 (the “District”) granted a charter to West Ridge Academy Charter School (“School”); and

WHEREAS, on or before December 1, 2017, the School submitted to the Board a charter school renewal application seeking renewal of its charter (the “Renewal Application”); and

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

WHEREAS, District staff also have presented a charter school contract containing terms and conditions acceptable to the District and the School (the “Contract”); and

WHEREAS, at a public Board meeting held on January 16, 2018, the School responded to questions from the Board and presented additional information to the Board regarding the Renewal Application; and

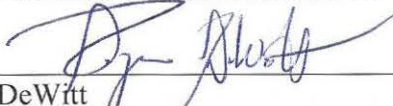
WHEREAS, the Board has thoroughly considered the Renewal Application, Board policy, the Act, oral and written submissions from the School and the public, the recommendations of District staff, and the Contract.

NOW THEREFORE, BE IT RESOLVED by the Board as follows:

1. That approval of the Renewal Application is in the best interests of the District, its students, and the community, and the School’s charter is hereby renewed for a five-year term, subject to the conditions set forth in this Resolution.
2. That the Contract, in substantially the form and with substantially the content presented at this meeting of the Board, is hereby approved, authorized and confirmed.
3. That the Board President or the Superintendent are authorized to execute the Contract in substantially the form and with substantially the content presented at this meeting, for and on behalf of the District, but with such changes therein as shall be consistent with this Resolution and as the District’s counsel and President or Superintendent shall approve.
4. That the District and the School shall execute the Contract no later than ten (10) days after the adoption date of this Resolution.


Approved and adopted this 22nd day of January, 2018.

WELD COUNTY SCHOOL DISTRICT 6

By: 

Roger DeWitt
President, Board of Education

Attest:



Secretary, Board of Education

4849-7109-4362, v. 1

ATTACHMENT 2: ARTICLES OF INCORPORATION AND BYLAWS

See attached.



Colorado Secretary of State
 Date and Time: 09/22/2010 05:23 PM
 ID Number: 20101526402
 Document number: 20101526402
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents will not be accepted.

Document processing fee
 Fees & forms/cover sheets
 are subject to change.

\$50.00

To access other information or print
 copies of filed documents,
 visit www.sos.state.co.us and
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation

filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is

West Ridge Academy Charter School

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 6200 West 20th Street
(Street number and name)

Greeley CO 80634
(City) (State) (ZIP/Postal Code)

United States
(Province – if applicable) (Country)

Mailing address
 (leave blank if same as street address) *(Street number and name or Post Office Box information)*

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name
 (if an individual) Martino Victoria R.
(Last) (First) (Middle) (Suffix)

OR

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 1705 37th Avenue
(Street number and name)

Greeley CO 80634
(City) (State) (ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

_____ CO _____
(City) (State) (ZIP Code)

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

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

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

Name

(if an individual)

Martino

(Last)

Victoria

(First)

R.

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

1705 37th Avenue

(Street number and name or Post Office Box information)

Greeley

(City)

CO

(State)

80634

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

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

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

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

The nonprofit corporation will have voting members.

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

Provisions regarding the distribution of assets on dissolution are included in an attachment.

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

This document contains additional information as provided by law.

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

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

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

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

| | | | |
|------------------------------------------------------------------------|--------------------------|----------------------------------|-------------------------|
| <u>Boyd</u> | <u>Justin</u> | <u>H.</u> | |
| <small>(Last)</small> | <small>(First)</small> | <small>(Middle)</small> | <small>(Suffix)</small> |
| <u>Rothgerber Johnson & Lyons LLP</u> | | | |
| <small>(Street number and name or Post Office Box information)</small> | | | |
| <u>1200 17th Street, Suite 3000</u> | | | |
| <u>Denver</u> | <u>CO</u> | <u>80202</u> | |
| <small>(City)</small> | <small>(State)</small> | <small>(ZIP/Postal Code)</small> | |
| | <u>United States</u> | | |
| <small>(Province – if applicable)</small> | <small>(Country)</small> | | |

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

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

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**ARTICLES OF INCORPORATION
OF
WEST RIDGE ACADEMY CHARTER SCHOOL
A COLORADO NONPROFIT CORPORATION**

Pursuant to the Colorado Revised Nonprofit Corporation Act (C.R.S. §7-121-101 et seq., the ("**Act**")), the natural person identified in Article 12, below, acting as the incorporator, hereby establishes a nonprofit corporation pursuant to the Act and adopts the following Articles of Incorporation ("**Articles**"):

ARTICLE 1. NAME AND ADDRESS

The name of the corporation is **West Ridge Academy Charter School** ("**Corporation**"). The Corporation's principal place of business is 6200 West 20th Street, Greeley, Colorado 80634.

ARTICLE 2. REGISTERED AGENT AND ADDRESS

The registered agent of the Corporation is Victoria R. Martino and the address of the registered office is 1705 37th Avenue, Greeley, Colorado 80634.

ARTICLE 3. DURATION

The Corporation shall have perpetual existence.

ARTICLE 4. PURPOSES

The Corporation is organized and shall be operated exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"). Subject to the foregoing, the purposes and objectives of the Corporation shall include, but are not limited to, the following:

To provide a child-centered school that will become a model of academic excellence for others and one of the best schools in the state through the development of an innovative school program, kindergarten through ninth grade, that will identify and attend to the many and diverse needs of its students, including providing an exemplary educational experience to enable every student to reach their full potential; academically, socially, emotionally and physically while preparing them for an economy with confidence to overcome life's challenges and preparedness to take advantage of life's opportunities.

ARTICLE 5. POWERS

5.1 **General Powers.** In furtherance of the foregoing purposes and objectives (but not otherwise) and subject to the restrictions set forth in Section 5.2, below, the Corporation shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Colorado and may do everything necessary or convenient for the accomplishment of any of the corporate purposes either alone or in connection with other corporations, firms, agencies or individuals, and either as principal or agent, subject to such limitations as are or may be prescribed by law.

5.2 **Restrictions on Powers.** Notwithstanding the foregoing, the following restrictions shall exist upon the powers of the board of directors, officers and others:

(a) No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, except as may be specifically allowed by Section 501(h) of the Code.

(b) The Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office, and the Corporation shall not engage in campaign activity or the making of political contributions.

(c) These Articles specifically prohibit any grants or loans to any member of the board of directors or officers of the Corporation.

(d) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any director or officer of the Corporation, or any other individual (except that reasonable compensation may be paid for services rendered to or for the benefit of the Corporation affecting one or more of its purposes), and no director or officer of the Corporation, or any other individual, taxable corporation, or person shall be entitled to share in any distribution of any of the corporate assets on dissolution of the Corporation or otherwise.

(e) No part of the assets of the Corporation shall be contributed to any organization whose net earnings or any part thereof inure to the benefit of any private shareholder or other individual or any substantial part of the activities of which consists of carrying on propaganda or otherwise attempting to influence legislation.

(f) Upon dissolution of the Corporation, all of the Corporation's assets remaining after payment of or provision for all of its liabilities ("**Net Assets**") shall be paid over or transferred to one or more organizations that are organized and operated exclusively for education purposes as described in Section 501(c)(3) of the Code at the time of any distribution, or if so required by the chartering authority, as a condition of its grant of authority to operate a Colorado charter school, such assets shall be distributed to such chartering authority.

(g) Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax as an organization described in Section 501(c)(3) of the Code or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code. It is anticipated that the Corporation shall be classified as other than a "private foundation" pursuant to Section 509(a)(2) of the Code; however, during any period of time in which the Corporation is a "private foundation" as defined in Section 509(a) of the Code:

(i) The Corporation shall not engage in any act of "self-dealing," as defined in Section 4941(d) of the Code, so as to give rise to any liability for the tax imposed by Section 4941 of the Code;

(ii) The Corporation shall make distributions for each taxable year at such time and in such manner so as not to become subject to the tax imposed by Section 4942 of the Code;

(iii) The Corporation shall not retain any "excess business holdings," as defined in Section 4943(c) of the Code, so as to give rise to any liability for the tax imposed by Section 4943 of the Code;

(iv) The Corporation shall not make any investments that would jeopardize the carrying out of any of the exempt purposes of the Corporation, within the meaning of Section 4944 of the Code, so as to give rise to any liability for the tax imposed by Section 4944 of the Code; and

(v) The Corporation shall not make any "taxable expenditure," as defined in Section 4945(d) of the Code, so as to give rise to any liability for the tax imposed by Section 4945 of the Code.

ARTICLE 6. NO MEMBERS OR SHARES

6.1 **No Members.** The Corporation shall have no voting members. The Corporation may have such nonvoting members, with such rights and privileges, if any, as shall be determined according to the Bylaws of the Corporation from time to time in force.

6.2 **No Shares.** The Corporation shall have no capital shares.

ARTICLE 7. BOARD OF DIRECTORS

7.1 **Powers, Number, Terms and Election.** The governance of the affairs of the Corporation shall be vested in a board of directors, except as otherwise provided in the Act, these Articles, or the Bylaws of the Corporation. The number of directors, their

classifications, their terms of office, and the manner of their election or appointment shall be determined according to the Bylaws of the Corporation from time to time in force.

7.2 **Liability of Directors.** No director shall be personally liable to the Corporation for monetary damages for any breach of fiduciary duty as a director, except that the foregoing shall not eliminate or limit such director's liability to the Corporation for monetary damages for the following:

- (a) any breach of such director's duty of loyalty to the Corporation;
- (b) any of such director's acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (c) acts specified in C.R.S. Section 7-24-111, as it now exists or hereafter may be amended (regarding a director's assent to or participation in the making of any loan by the Corporation to any director or officer of the Corporation); or
- (d) any transaction from which such director derived an improper personal benefit.

If the Act is subsequently amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be further eliminated or limited to the fullest extent permitted by the Act. Any repeal or modification of this Section 7.2 shall be prospective only and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE 8. INDEMNIFICATION

8.1 **No Limitation on Indemnification.** Nothing in these Articles shall be construed to limit or restrict the ability of the Corporation:

- (a) to indemnify its officers, directors, employees, fiduciaries, or agents against liabilities asserted against or incurred by such officers, directors, employees, fiduciaries, or agents for actions taken by (or omissions of) such persons in such capacities.
- (b) to advance the counsel fees of its officers, directors, employees, fiduciaries, or agents incurred in defending liabilities asserted against or incurred by such officers, directors, employees, fiduciaries, or agents for actions taken by (or omissions of) such persons in such capacities.

8.2 **Procedures for Indemnification.** Except as set forth in the Act or as set forth in the Bylaws of the Corporation, indemnification of officers, directors, employees,

fiduciaries, or agents shall not be mandatory. Indemnification, when permissive under the Act shall be granted as set forth from time to time in the Bylaws of the Corporation.

ARTICLE 9. BYLAWS

The Corporation's board of directors shall have authority to adopt the Bylaws of the Corporation. Except to the extent otherwise provided in the Bylaws, the board of directors shall have the power to alter, amend, or repeal the Bylaws from time to time in force and to adopt new Bylaws. Such Bylaws may contain any provisions for the regulation or management of the affairs of the Corporation which are not inconsistent with law or these Articles, as the same may from time to time be amended. However, no bylaw at any time in effect, and no amendment to these Articles, shall have the effect of giving any director or officer of the Corporation any proprietary interest in its property or assets whether during the term of its existence or as an incident to its dissolution.

ARTICLE 10. AMENDMENTS

Any amendment to these Articles shall be made by the adoption of such amendment at a meeting of the board of directors upon receiving the vote of a majority of the directors in office.

ARTICLE 11. DISSOLUTION

11.1 **General.** The Corporation may be dissolved as provided by Colorado law for the dissolution of nonprofit corporations.

11.2 **Assets.** Upon dissolution, the Net Assets of the Corporation must be distributed subject to the restrictions set forth in Section 5.2(f).

ARTICLE 12. INCORPORATOR

The name and address of the incorporator is:

Victoria R. Martino
1705 37th Avenue
Greeley, Colorado 80634

ARTICLE 13. DELIVERY

The name and mailing address of any the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, is:

Justin H. Boyd, Esq.
Rothgerber Johnson & Lyons LLP
1200 Seventeenth Street, Suite 3000
Denver, CO 80202

BYLAWS FOR WEST RIDGE ACADEMY CHARTER SCHOOL

ARTICLE 1 OFFICES

1.1 **Business Offices.** The principal office of **West Ridge Academy Charter School** (the “**School**”) shall be located at 6200 West 20th Street, Greeley, Colorado 80634. The School may have such other offices, either within or outside Colorado, as the board of directors may designate or as the affairs of the School may require from time to time.

1.2 **Registered Office.** The registered office of the School shall be located at 6200 West 20th Street, Greeley, Colorado 80634. This address, required by the Colorado Revised Nonprofit Corporation Act to be maintained in Colorado, may be, but need not be, the same as the principal office if in Colorado, and the registered address may be changed from time to time by the board of directors or officers of the School.

ARTICLE 2 NO MEMBERS

The School shall have no members, as permitted by Article 6 of the Articles of Incorporation.

ARTICLE 3 BOARD OF DIRECTORS

3.1 **General Powers.** The business and affairs of the School shall be governed by its board of directors, except as otherwise provided in the Colorado Nonprofit Corporation Act, the Articles of Incorporation, or these Bylaws.

3.2 **Number and Qualifications.** Members of the board of directors of the School shall be natural persons at least eighteen (18) years of age or older. The minimum number of directors shall be five (5) and the maximum number shall be fifteen (15). By resolution the board shall establish the number of directors to serve on the board at any time and any other qualifications necessary to serve on the board. The Principal of the School shall serve as an *ex-officio* representative to the board and shall have no voting rights.

3.3 **Election.** All directors comprising the initial board of directors shall be recruited and selected by the Incorporator of the School, who is named in the Articles of Incorporation. These initial directors shall serve terms in accordance with Section 3.4 below. All subsequent directors shall be elected at the annual meeting by the parents and faculty of the School, in accordance with this Article 3 and with the procedures established by resolution of the board. Each director shall hold office until the conclusion of his or her term and until his or her successor is nominated, approved and qualified, or until his or her death, resignation or removal. At each annual meeting of directors, the successors of those directors whose term then expires

shall be elected to serve until such person's successors are elected and qualified, or until their death, resignation or removal.

3.4 **Terms.** Directors shall serve four year terms. Each director shall hold office until the conclusion of his or her term and until his or her successor is elected and takes office, or until his or her death, resignation, or removal. A director may serve two consecutive terms, after which time a director may not serve on the board for at least one year. The terms of the directors shall be staggered in accordance with the following provisions: The total number of directors shall be divided into four groups, with each group containing one-fourth of the total, as near as may be. The terms of the initial directors in the first group shall expire at the first annual directors' meeting after their election, and the terms of the initial directors in the second group expire at the second annual directors' meeting after their election, and the terms of initial directors in the third group expire at the third annual directors' meeting after their election, and the terms of the initial directors in the fourth group expire at the fourth annual directors' meeting after their election. Upon the expiration of the initial staggered terms, directors shall be elected for terms of four years to succeed those whose terms expire.

3.5 **Classes of Directors.** Following the expiration of terms of all the initial directors, there shall be two (2) classes of directors on the board: Parent Directors and Community Directors.

3.5.1 **Parent Directors.** There shall be at least three Parent Directors on the board of directors at all times following the expiration of terms of the initial directors. Parent Directors must be parents, grandparents or legal guardians of student(s) enrolled with at all times during their term as Parent Director. Removal of the student(s) from the School will disqualify the Parent Director from serving on the board of directors. Parent Directors cannot be paid employees of the School. These Parent Directors are considered regular voting Directors.

3.5.2 **Community Directors.** There shall be at least four Community Directors on the board of directors at all times following the expiration of terms of the initial directors. Community Directors are those who have no children, grandchildren, or legal guardianship over any children attending the School, however they are representative of the area(s) the School services. Community Directors cannot be paid employees of the School. "Community" is broadly defined to include, but not limited to: business people, grass roots or civic activists, professionals, volunteers, lay people or other interested peoples who live in the communities serviced by the School. Community Directors, who enroll their children, grandchildren, or legal guardians in the School, may retain their board representation by a simple majority vote of the board. These Community Directors are regular voting directors.

3.5.3 **Ex-officio Representative.** The Principal of the School shall serve, *ex-officio*, as representatives of the administration entitled, as further provided herein, to participate in board meetings, though not as a director. The Principal may present a report at each meeting. The Principal will be allowed, at times reasonably to be determined by the Chair of the board, to address the board on any issue, but shall not have a vote on any

matter before the board of directors. The board of directors may exclude the Principal from executive sessions of the Board.

3.6 **Applications and Qualifications.** Letters of Application will be accepted from board candidates. Interviews will be conducted either by the entire board of directors, or an appointed committee of the board. Board applicants must be Parents, and/or members of the Community who exhibit and profess a strong desire to be involved in the success of the School. Board applicants must also exhibit a strong moral behavior and be willing to give of their time, energy, and abilities to help the School achieve its stated mission and purpose. Board applicants must demonstrate an ability and willingness to attend all Board meetings, and to work with other directors, School staff and faculty, and others in achieving specific goals or completing projects adopted by the board of directors.

3.7 **Board Nominations.** The board of directors may designate a board Nominating Committee that will be responsible for establishing the procedures and timeline for soliciting and interviewing candidates to fill new terms, prior to the expiration of the existing term, and/or vacancies for representatives as they occur. If the Nominating Committee is not convened and/or fails to do its duties, the board itself shall be responsible to fulfill those duties.

3.8 **Annual Meeting.** The annual meeting of the board of directors shall be held on such date and at such time and place as the board of directors may determine. The annual meeting of the board of directors shall be for the purpose of electing directors and officers if replacements are needed, approving a budget for the School, and for the transaction of such other business as may come before the meeting.

3.9 **Regular Meetings.** There shall be no less than two (2) regular meetings of the board of directors, including the annual meeting, in each calendar year. The board of directors shall provide by resolution the time and place, either within or outside Colorado, for the holding of such regular meetings.

3.10 **Special Meetings.** Special meetings of the board of directors may be called by the Principal or the Chair of the board of directors. Special meetings shall be held at such time and place, either within or outside Colorado, as may be designated by the authority calling such meeting; provided that no meeting shall be called outside the State of Colorado unless a majority of the board has so authorized.

3.11 **Notice and Agendas.** Notice stating the place, day, and time of every meeting, and the agenda for the meeting, shall be given to each member of the board of directors as well as posted in the designated location of the School for the benefit of the public as soon as practicable but no later than twenty-four hours prior to a meeting. The board of directors shall comply with these and every other requirement of the Colorado Open Meetings Law, any amendments to it, and any successor to the OML.

3.12 **Quorum; Voting.** A quorum at all meetings of the board of directors shall consist of a majority of the directors holding office. Persons present by telephone shall be deemed to be present "in person" for all purposes in these Bylaws, provided such persons can simultaneously hear and speak to all other persons present. Less than a quorum may adjourn

from time to time without further notice until a quorum is secured. Each director shall have one vote, and, unless otherwise specified in these Bylaws or in the Articles of Incorporation, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

3.13 **Attendance Expectations.** Directors are expected to attend all meetings of the board of directors unless excused. Missing more than two consecutive board meetings without prior approval from the Chair shall be grounds for dismissal from the board. Unexcused absences from two or more of the board meetings in any one year shall also be grounds for removal of a director.

3.14 **Proxies.** For purposes of determining a quorum and for purposes of casting a vote, a director may be deemed to be present and to vote if the director grants a signed, written proxy to another director. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy. No other proxies are allowed.

3.15 **Waiver of Notice.** A director who is present at a meeting of the board of directors is deemed to have assented to all action taken unless: (a) the director objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken; (b) the director contemporaneously requests that the director's dissent or abstention as to any specific action taken be entered in the minutes; or (c) the director causes written notice of the director's dissent or abstention as to any specific action to be received by the Chair or other presiding director of the meeting before adjournment or by the School promptly after adjournment. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

3.16 **Vacancies.** It shall be the duty of the board of directors to appoint members to fill any vacancies that may occur on the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of such person's predecessor in office and until such person's successor is duly elected and shall have qualified. A director who fills a vacancy and serves the remainder of another director's unexpired term shall remain eligible to serve two full terms, *i.e.*, filling a vacancy shall not count against a director's ability to serve two full terms. *See Paragraph 3.4* Any position on the board of directors to be filled by reason of an increase in the number of directors shall be filled by the board of directors. If the board of directors fills a vacancy that is due to an increase in the number of directors, the board of directors shall determine the length of such director's term.

3.17 **Committees.** Committees of the board may be appointed by the Chair of the board or by majority vote of the board. Committees shall be composed of two (2) or more directors and shall have such powers as the board delegates. The Chair of the board or his/her designee shall be an ex-officio member of all committees

3.18 **Resignation.** A director may resign at anytime by giving written notice of resignation to the School. The resignation is effective when the notice is received by the School's secretary or the remaining board of directors, unless the notice specifies a later effective date.

3.19 **Removal.** Any member of the board of directors of the School may be removed by the affirmative vote of two-thirds of the remaining directors. All directors must be provided at least seven days notice that there will be a vote to remove one of the directors, and the director subject to the vote must be named in the notice. The notice shall specify the time, date, and location of the meeting at which the vote will occur. The agenda produced for that meeting must also state that there will be a vote to remove a director and the subject of the vote must be named in the agenda.

3.20 **No Compensation; Expense Reimbursement.** Members of the board of directors shall not receive compensation for serving in such office, although the School may reimburse any member of the board of directors for reasonable expenses incurred in connection with service on the board as determined by the board either by general policy or on specific matters from time to time.

3.21 **Standard of Conduct for Directors and Officers.** Each director and officer shall perform his or her duties, including, without limitation, his or her duties as a member of any committee of the board, in good faith, in a manner the director or officer reasonably believes to be in the best interests of the School, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of his or her duties, a director or officer shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by the persons designated below. However, a director or officer shall not be considered to be acting in good faith, if the director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director or officer shall not be liable to the School or its members for any action the director or officer takes or omits to take as a director or officer if, in connection with such action or omission, the director or officer performs their duties in compliance with this section. A director or officer, regardless of title, shall not be deemed to be a trustee with respect to the School or with respect to any property held or administered by the School including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

The designated persons on whom a director or officer are entitled to rely are: (a) one or more officers or employees of the School whom the director or officer reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, a public accountant, or other person as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; or (c) a committee of the board of directors on which the director or officer does not serve if the director reasonably believes the committee merits confidence.

ARTICLE 4 OFFICERS OF THE BOARD OF DIRECTORS

4.1 **Number and Qualifications.** The officers of the board of directors shall consist of the Chair, Vice-Chair, Secretary, and Treasurer. Any voting member of the board shall be eligible to hold one of these officer positions.

4.2 **Selection and Term of Office.** The board shall elect its officers at the annual meeting. Officers of the board shall serve for a term of one year and until their successors are elected or until their resignation, removal, or death. Directors may serve four one-year terms in a particular office, after which time a director may not serve in that office for at least one year. A director may simultaneously hold more than one office.

4.3 **Vacancies.** An officer elected to fill a vacancy shall serve for the unexpired term of his/her predecessor in office.

4.4 **Chair.** The Chair shall preside at all meetings of the board of directors. The Chair may execute contracts when authorized by the board. In general, the Chair shall perform all duties and may exercise all rights as are incident to the office of Chair of the board of directors and such other duties as may be prescribed by the board or these Bylaws.

4.5 **Vice-Chair.** The Vice-Chair shall have all the powers and perform all the duties of the Chair in the absence of the Chair. The Vice-Chair shall perform such other duties as from time-to-time may be assigned to him by the Chair or by the board of directors.

4.6 **Secretary.** The Secretary shall be responsible for ensuring that (a) the minutes of the proceedings of the board of directors and all committees of the board are properly kept; (b) all notices are duly given, and agendas properly created and posted, in accordance with the provisions of these Bylaws or as required by law; (c) the corporate records and the seal of the School, if any, are properly maintained; and (d) all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the board of directors are duly performed. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

4.7 **Treasurer.** The Treasurer shall oversee the financial transactions and financial reports prepared for the board and shall see that proper financial procedures are being followed as established by the board.

4.8 **Authority and Duties of Officers of the Board.** The officers of the board of directors shall have the authority to and shall exercise the powers and perform the duties specified herein and as may be additionally specified by the board of directors, except that in any event each officer shall exercise such powers and perform such duties as may be required by law. Nothing herein shall prohibit the delegation by an officer of any duty of that officer described, but no such delegation shall operate to relieve the delegating officer from any responsibility imposed by law or these Bylaws.

4.9 **Resignations and Removal.** Any officer may resign at any time by giving written notice to the Chair or Secretary of the board of directors. Such resignation shall take effect at the time specified therein; and, unless otherwise stated therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed at any time, with or without cause, by an affirmative vote of a two-thirds majority of the board whenever, in their judgment, the best interests of the School are served by the removal.

ARTICLE 5
EXECUTIVE LEADERSHIP OF THE SCHOOL

5.1 **Selection and Overview.** The board of directors shall select the Principal, who shall be the chief executive and administrator of the School and who shall have such duties as are prescribed herein or in any job description, or as determined by the board of directors. The Principal shall select and hire all other employees of the School, who all shall have such duties as are prescribed in their job description. The board of directors shall evaluate the performance of the Principal from time to time but not less frequently than once per year.

5.2 **Principal Responsibilities.** The Principal shall, subject to the direction and supervision of the board of directors, (a) be the chief executive officer of the School and have general and active control of its affairs and business and general supervision of its agents, employees, and volunteers; (b) see that all orders and resolutions of the board of directors are carried into effect; (c) perform all other duties incident to the office of Principal and as from time to time may be assigned to the Principal by the board of directors; and (d) be primarily responsible for the School's educational program, including leading the community of learners which is the School. The Principal shall serve as an advisory, non-voting member of the board of directors. In addition, the Principal is charged with faithfully representing the issues and needs of the faculty and staff to the board.

5.3 **Compensation.** The board of directors shall set the amount and type of compensation for the Principal. Subject to the annual budget approved by the board, the Principal shall set the amount and type of compensation for all other employees of the School.

5.4 **Removal.** The Principal and all employees of the School may be removed by the board of directors whenever in its judgment the best interests of the School will be best served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

ARTICLE 6
INDEMNIFICATION

6.1 **Definitions.** For purposes of this Article 6, the following terms shall have the meanings set forth below:

(a) "School" means the West Ridge Academy Charter School, a Colorado charter school and nonprofit corporation.

(b) The terms "director" and "officer" shall include a person who, while serving as a director or officer of the School, is or was serving at the request of the School as teacher, employee, fiduciary or agent. The terms "director" and "officer" shall also include the estate or personal representative of a director or officer, as the context requires.

(c) “Expenses” means the actual and reasonable expenses, including attorneys’ fees, incurred by a party in connection with a proceeding.

(d) “Liability” means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private corporation or an employee benefit plan) or expense incurred with respect to a proceeding.

(e) “Official capacity” when used with respect to a director of the School means the office of director in the School, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the School held by the person on behalf of the School in the performance of his or her duties in his or her capacity as an officer or employee. “Official capacity” does not include service for any other entity besides the School.

(f) “Party” means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer or employee of the School, and any person who, while a director, officer or employee of the School, is or was serving at the request of the School as a director, officer, employee, fiduciary or agent of the School.

(g) “Proceeding” means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitrative or investigative (including an action by the School) and whether formal or informal.

6.2 **Right to Indemnification.**

6.2.1 **Standards of Conduct.** Except as provided in Section 6.2.4 below, the School shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if: (a) such party conducted himself or herself in good faith; (b) such party reasonably believed (i) in the case of a director acting in his or her official capacity, that his or her conduct was in the School’s best interests, or (ii) in all other cases, that such party’s conduct was at least not opposed to the School’s best interests; and (c) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 6.2, any party acting in his or her official capacity who is also a director of the School shall be held to the standard of conduct set forth in Section 6.2.1(b)(i), even if such party is sued solely in a capacity other than as such director.

6.2.2 **Employee Benefit Plans.** A party’s conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of

Section 6.2.1(b)(ii). A party's conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 6.2.1(a).

6.2.3 **Settlement.** The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 6.2.1.

6.2.4 **Indemnification Prohibited.** Except as hereinafter set forth in this Section 6.2.4, the School may not indemnify a party under this Section 6.2 either (a) in connection with a proceeding by the School in which the party is or has been adjudged liable for gross negligence or willful misconduct in the performance of the party's duty to the School; or (b) in connection with any proceeding charging improper personal benefit to the party, whether or not involving action in the party's official capacity, in which the party was adjudged liable on the basis that personal benefit was improperly received by the party (even if the School was not thereby damaged). Notwithstanding the foregoing, the School shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (a) and (b) of this Section 6.2.4 or whether or not the party met the applicable standard of conduct set forth in Section 6.2.1, and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Code.

6.2.5 **Claims by School.** Indemnification permitted under this Section 6.2 in connection with a proceeding by the School shall be limited to expenses incurred in connection with the proceeding.

6.2.6 **Combined Proceedings.** If any claim made by the School against a party is joined with any other claim against such party in a single proceeding, the claim by the School (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article 6.

6.3 **Prior Authorization Required.** Any indemnification under Section 6.2 (unless ordered by a court) shall be made by the School only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 6.2.1 and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the board of directors by a majority vote of a quorum of such board, which quorum shall consist of directors not parties to the subject proceeding, or by such other person or body as permitted by law.

6.4 **Success on Merits or Otherwise.** Notwithstanding any other provision of this Article 6, the School shall indemnify a party to the extent such party has been successful, on the merits or otherwise, including, without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding to which the party was a party against expenses incurred by such party in connection therewith.

6.5 **Advancement of Expenses.** The School shall pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (a) the party furnishes the School a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Section 6.2.1(a); (b) the party furnishes the School a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article 6 have been made in the manner provided in Section 6.3. The undertaking required by clause (b) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

6.6 **Payment Procedures.** The School shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 6.4 and by the written affirmation and undertaking to repay as required by Section 6.5 in the case of indemnification under such section. The right to indemnification and advances granted by this Article 6 shall be enforceable in any court of competent jurisdiction if the School denies the claim, in whole or in part, or if no disposition of such claim is made within ninety (90) days after written request for indemnification is made. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the School.

6.7 **Insurance.** By action of the board of directors, notwithstanding any interest of the directors, the School may purchase and maintain insurance in such amounts as the board of directors deems appropriate to protect itself and any person who is or was a director, officer, employee, fiduciary or agent of the School, or who, while a director, officer, employee, fiduciary or agent of the School, is or was serving at the request of the School as a director, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the School would have the power to indemnify such person against such liability under applicable provisions of law or this Article 6. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the School has an equity or any other interest, through stock ownership or otherwise. The School may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

6.8 **Right to Impose Conditions to Indemnification.** The School shall have the right to impose, as conditions to any indemnification provided or permitted in this Article 6, such reasonable requirements and conditions as may appear appropriate to the board of directors in each specific case and circumstances, including, but not limited to, any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the School; (b) that the School shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the School shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the School.

6.9 **Other Rights and Remedies.** Except as limited by law, the indemnification provided by this Article 6 shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the Articles of Incorporation, any other or further provision of these Bylaws, vote of the board of directors, agreement, or otherwise.

6.10 **Applicability; Effect.** The indemnification provided in this Article 6 shall be applicable to acts or omissions that occurred prior to the adoption of this Article 6, shall continue as to any party entitled to indemnification under this Article 6 who has ceased to be a director, officer or employee of the School or, at the request of the School, was serving as and has since ceased to be a director, officer, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article 6 or of any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article 6 shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the School to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article 6 shall be deemed to be provided by a contract between the School and each party covered hereby.

6.11 **Indemnification of Agents.** The School shall have the right, but shall not be obligated, to indemnify any agent of the School not otherwise covered by this Article 6 to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 6.3.

6.12 **Savings Clause; Limitation.** If this Article 6 or any section or provision hereof shall be invalidated by any court on any ground, then the School shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article 6 that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the School shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the School as an organization described in Section

501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under Section 4941 of the Internal Revenue Code.

6.13 **Surety Bonds.** The board of directors shall not be required to, but may as appropriate, require any officer or agent of the School to execute to the School a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of such person's duties and for the restoration to the School of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the School.

ARTICLE 7 PURPOSE, RESTRICTIONS

7.1 **General.** The purposes of the School are those set forth in the Articles of Incorporation, subject to restrictions set forth in such Articles of Incorporation, restrictions on amendment as set forth in the Articles of Incorporation, and in restrictions on amendment set forth in these Bylaws pursuant to the authority set forth in the Articles of Incorporation.

7.2 **Contributions, Special Funds.** The School may accept contributions, grants, bequests or devises designated to and consistent with its purposes. The designation of funds shall not, however, restrict the School's ownership, dominion and control of the designated funds in any manner which is inconsistent with the School's duties and powers as an organization described in Section 501(c)(3) of the Code.

ARTICLE 8 MISCELLANEOUS

8.1 **Account Books, Minutes, Etc.** The School shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its board of directors and committees. All books and records of the School may be inspected by any director or by the authorized agent or attorney of any such person, for any proper purpose at any reasonable time.

8.2 **Public Accountability.** The School shall comply with Colorado statutes and Weld County District 6 policy regarding audits and public accountability. In no case shall an audit be performed no less than every four years. In addition, the School shall provide for all financial reports necessary or desirable for a charitable organization exempt from tax under Section 501(c)(3) of the Code, and the School shall publish and make available to the general public all tax applications and returns as appropriate for a charitable organization exempt from tax under Section 501(c)(3) of the Code.

8.3 **Fiscal Year.** The fiscal year of the School shall begin July 1 and end June 30. The board of directors may change the fiscal year for the school from time to time as necessary.

8.4 **Conveyances and Encumbrances.** Property of the School may be assigned, conveyed or encumbered by such officers of the School as may be authorized to do so by the board of directors, and such authorized persons shall have power to execute and deliver any and

all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the School shall be authorized only at a properly called and noticed meeting of the board of directors at which all currently serving directors are present and only after an affirmative vote of 75% of the directors.

8.5 **Loans to Directors and Officers Prohibited.** No loans shall be made by the School to its directors, officers, or employees (regardless whether the employee is an administrator or a member of the faculty or staff of the School). Any director, officer, or employee who assents to or participates in the making of any such loan shall be liable to the School for the amount of such loan until it is repaid.

8.6 **References to Internal Revenue Code.** All references in these Bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

8.7 **Amendments.** The power to alter, amend or repeal these Bylaws and adopt new Bylaws shall be vested in the board of directors; provided, however, that no alteration, amendment or repeal shall become effective in contravention of the Colorado Nonprofit Corporation Law or without any review or filing which may from time to time be required thereunder.

8.8 **Severability.** The invalidity of any provision of these Bylaws shall not affect the other provisions hereof, and in such event these Bylaws shall be construed in all respects as if such invalid provision were omitted.

CERTIFICATE

The undersigned Chair of **West Ridge Academy Charter School** hereby certifies that the foregoing is a true and correct copy of the revised Bylaws of the School, duly adopted by the board of directors and in full force and effect.

Dated: 6/31, 2011



Chair, Board of Directors

ATTACHMENT 3: AUTOMATIC WAIVERS OF STATE LAWS

| Automatic Waiver List as of 6/2/17 | |
|-------------------------------------------|-----------------------------------------------------------------------------------|
| State Statute Citation | Description |
| C.R.S. § 22-32-109(1)(f) | Local board duties concerning selection of staff and pay |
| C.R.S. § 22-32-109(1)(t) | Determine educational program and prescribe textbooks |
| C.R.S. § 22-32-110(1)(h) | Local board powers-Terminate employment of personnel |
| C.R.S. § 22-32-110(1)(i) | Local board duties-Reimburse employees for expenses |
| C.R.S. § 22-32-110(1)(j) | Local board powers-Procure life, health, or accident insurance |
| C.R.S. § 22-32-110(1)(k) | Local board powers-Policies relating the in-service training and official conduct |
| C.R.S. § 22-32-110(1)(ee) | Local board powers-Employ teachers' aides and other non-certificated personnel |
| C.R.S. § 22-32-126 | Employment and authority of principals |
| C.R.S. § 22-33-104(4) | Compulsory school attendance-Attendance policies and excused absences |
| C.R.S. § 22-63-301 | Teacher Employment Act- Grounds for dismissal |
| C.R.S. § 22-63-302 | Teacher Employment Act-Procedures for dismissal of teachers |
| C.R.S. § 22-63-401 | Teacher Employment Act-Teachers subject to adopted salary schedule |
| C.R.S. § 22-63-402 | Teacher Employment Act-Certificate required to pay teachers |
| C.R.S. § 22-63-403 | Teacher Employment Act-Describes payment of salaries |
| C.R.S. § 22-1-112 | School Year-National Holidays |

ATTACHMENT 4: ADDITIONAL REQUESTS FOR WAIVER OF STATE LAWS AND/OR REGULATIONS

Non-Automatic Waivers from Colorado Statutes

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System

This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D).

Rationale: The West Ridge Academy Principal or designee must have the ability to perform the evaluation of all personnel. Should the Principal or any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations.

Plan: West Ridge Academy uses its own evaluation system as agreed to in the charter school contract with the Weld County School District 6 (the “District”). West Ridge Academy’s evaluation system will continue to meet the intent of the law as outlined in statute. The methods used for West Ridge Academy’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191.

Duration of the Waivers: West Ridge Academy requests that the waiver be for the duration of its contract with the District. Therefore, the waiver is requested for fifteen academic operating years, through June 30, 2033.

Financial Impact: West Ridge Academy anticipates that the requested waiver will have no financial impact upon the District or West Ridge Academy budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this charter school contract.

Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its performance evaluation system, which is designed to produce greater accountability and be consistent with the school’s goals and objectives. This will benefit staff members as well as students and the community.

C.R.S. § 22-2-112(1)(q) Commissioner Duties – concerning the reporting of performance evaluation ratings

Rationale: West Ridge Academy has its own employees, including its own teachers. West Ridge’s teachers will not be evaluated under the standard teacher evaluation system for district teachers, pursuant to these waivers. Accordingly, it would be futile and impractical to have the Commissioner attempt to gather information about teacher performance evaluations or preparation programs from West Ridge.

Plan: West Ridge Academy uses its own evaluation system as agreed to in the charter school contract. West Ridge Academy’s evaluation system will meet or exceed the law’s requirements as to evaluating educators and providing them feedback. However, the methods used for West Ridge Academy’s evaluation system will be substantially different from those required under statute. Thus, there is no sense in making the effort to gather information on these employees.

Duration of the Waivers: West Ridge Academy requests that the waiver be for the duration of its contract with the District. Therefore, the waiver is requested for fifteen academic operating years, through June 30, 2033.

Financial Impact: West Ridge Academy anticipates that the requested waiver will have no financial impact upon the District or West Ridge Academy budget.

How the Impact of the Waivers will be Evaluated: Since teacher performance and evaluation has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this charter school contract.

Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its performance evaluation system, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.

C.R.S. § 22-32-109(1)(b) Boards of Education. Specific Duties

(delegation) Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: West Ridge Academy will be operating independently from other schools in the District and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the charter school contract.

Replacement Plan: The Board of Directors of West Ridge Academy will adopt policies and the Principal will prescribe rules and regulations.

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the District. Therefore, the waiver is requested for fifteen academic operating years, through June 30, 2033.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the District. West Ridge Academy will be able to adopt policies and prescribe rules and regulations consistent with its budget.

How the impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to West Ridge Academy, as set forth in this charter school contract.

Expected Outcome: As a result of this waiver, West Ridge Academy will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter school contract.

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

School Calendar

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education-Specific Duties

Teacher Pupil Contact Hours

Rationale: West Ridge Academy will prescribe the actual details of teacher-pupil contact hours to best meet the needs of students. The District will not set these policies.

Replacement Plan: West Ridge Academy will prescribe the actual details of teacher-pupil contact hours instead of the District, and hours will meet or exceed the current requirements in statute.

Duration of the Waivers: West Ridge Academy requests that the waiver be for the duration of its contract with the District. Therefore, the waiver is requested for fifteen academic operating years, through June 30, 2033.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the District or West Ridge Academy.

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

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

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

Adoption of District Calendar

Rationale: The school year at West Ridge Academy will total approximately 180 days per year which exceeds the current requirement in state statute. West Ridge Academy will prescribe the actual details of its own school calendar to best meet the needs of its students. The District will not set these policies and West Ridge Academy may have a calendar that differs from the rest of the schools within the District.

Replacement Plan: The final calendar and the school's daily schedule will be designed by West Ridge Academy and will meet or exceed the expectations in state statute.

Duration of the Waivers: West Ridge Academy requests that the waiver be for the duration of its contract with the District. Therefore, the waiver is requested for fifteen academic operating years, through June 30, 2033.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the District or West Ridge Academy.

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

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

C.R.S. § 22-63-101 to -206 Teacher Employment, Compensation, and Dismissal Act

Governs the employment, compensation, contracts, and dismissal of teachers.

Rationale: As described in the following RRP, West Ridge Academy should have the authority to hire, evaluate, compensate, and dismiss its employees, including its teachers, in a way that will support its goals. This requires the freedom to ensure that each and every West Ridge employee is a good fit to carry out the school's unique mission and vision.

Replacement Plan: To this end, West Ridge Academy will follow the default rule of employing all its employees on an at-will basis. The school will hire employees from a wide variety of backgrounds to assemble the best school team available to West Ridge. All employees will meet or exceed all the requirements in the Charter Schools Act, including having background investigations completed.

Duration of the Waivers: West Ridge Academy requests that the waiver be for the duration of its contract with

the District. Therefore, the waiver is requested for fifteen academic operating years, through June 30, 2033.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the District or West Ridge Academy.

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

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-63-201 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.

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

Rationale: West Ridge Academy should be granted the authority to hire teachers and principals that will support the school's goals and objectives. The Principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer and overall school leader. The school will seek to attract administrators and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of West Ridge Academy will be employed on an at-will basis. All employees of West Ridge Academy will meet or exceed all federal and state employment requirements.

Replacement Plan: The school may, as appropriate, hire certified or licensed teachers and principals. However, in some instances it may be advantageous for the school to be able to hire teachers and/or administrators without a certificate or license and who possess unique background and/or skills that fill the need of West Ridge Academy.

Duration of the Waivers: West Ridge Academy requests that the waiver be for the duration of its contract with the District. Therefore, the waiver is requested for fifteen academic operating years, through June 30, 2033.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the District or West Ridge Academy.

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

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

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

Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: West Ridge Academy is granted the authority under the Charter Schools Act and this charter school contract to select its own employees, including teachers. *See* C.R.S. § 22-30.5-104(7)(a). No other school or the District should have the authority to transfer its teachers into West Ridge Academy or transfer teachers from West Ridge Academy to any other schools, except as provided for in the charter school contract.

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

Duration of the Waiver: West Ridge Academy requests that the waiver be for the duration of its contract with the District. Therefore, the waiver is requested for fifteen academic operating years, through June 30, 2033.

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

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to West Ridge Academy, as set forth in this charter school contract.

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

C.R.S. § 22-7-1014(2)(a) which requires each district to administer the school readiness assessment to each student.

Rationale: West Ridge Academy should have the authority to implement relevant curriculum and assessments that ensure student success. The domains of physical well-being, motor development, social-emotional development, language and comprehension development, and cognition and general knowledge are assessed daily due to the present curriculum and assessments. Support is readily available through numerous avenues based throughout the program.

Replacement Plan: West Ridge Academy has one full time Kindergarten and two half time Kindergarten programs utilizing the Core Knowledge curriculum, and which are compliant with the Colorado Academic Standards.

1. Physical well-being and motor development:

- Students participate weekly in a structured Physical Education class that meets or exceeds state standards. Students are assessed on motor-development skills acquired throughout the year.
- Students participate weekly in Art education that meets or exceeds state standards. Development of fine motor skills is achieved through drawing, painting and making objects. Students are assessed on fine motor skills acquired throughout the year.
- Students participate weekly in Music education that meets or exceeds state standards. Students participate in a variety of movement and rhythm exercises. Students are assessed throughout the year.
- Students participate in daily writing exercises, *e.g.*, learning how to hold and manipulate a pencil and form their letters and numbers properly. Students are assessed throughout the year.
- Assessment information is gathered by observation protocols based on appropriate developmental guidelines and State Standards in the area of physical well-being and motor development.

2. Social-emotional development (based on State Standards)

- Students are instructed in the positive behavior support system designed by the school. This includes classroom, cafeteria, recess, and hallway expectations. Students are rewarded for the positive behavior they demonstrate.
- Various classroom positive behavior techniques are implemented. These include red/yellow/green chart, individual behavior charts, and whole class rewards. This is to strengthen self-regulation and executive-function that help them pay attention, remember directions and control their behavior.
- Students are taught our seven Pillars of Virtue throughout the year. They attend monthly Character Education Assemblies where guest speakers discuss real life examples of how they promote the character traits. Teachers promote the Pillars of Virtue through literacy, science, and history that are taught in the Core Knowledge Curriculum. Parents and staff also role model proper behavior.
- Assessment information is gathered by observation protocols by the classroom teacher based on appropriate developmental guidelines and Colorado State Standards.

3. Language and comprehension development (based on State Standards)

- Students receive instruction 90 minutes each day using the Core Knowledge Curriculum. This is a comprehensive program for reading, writing, listening and speaking that builds vocabulary and knowledge. Students master sounds and letters for fluent decoding and encoding and build knowledge, language and vocabulary that are essential for comprehension. Assessments are administered every two weeks to monitor growth.
- *DibelsNext* assessment is administered three times per year. Any student who does not make benchmark is progress monitored every two or three weeks to note progress. If the student is far below benchmark on two consecutive administrations the student is placed on a READ plan and given an additional 30 minutes of small group instruction.
- *NWEA (Northwest Evaluation Assessment)* assessment is administered three times per year. Any student who does not make benchmark is monitored every two or three weeks to note progress.

4. Cognition and general knowledge (based on State Standards)

- Students receive 60 minutes of math instruction using Saxon Math. This math curriculum is based on the State Standards. Assessment is given every week to monitor progress. Students who fall behind are given additional time in small group or 1:1 sessions with the teacher in the area of need.
- Science – Students are instructed on various topics including: Plants and Animals; Animals and Their Needs; Human Body (including taking care of their body with exercise, cleanliness, healthy foods and rest); Introduction to Magnetism; Seasons and Weather; and Taking care of the Earth. Assessment is given regularly to monitor progress.
- History and Geography – Students are instructed on various topics including: Geography – Spatial Sense (working with maps and the globe, students recognize rivers, lakes, mountains, Atlantic and Pacific Oceans and the North and South Pole); an overview of the seven continents; Native American Peoples, Past and Present; Early Exploration and Settlement (including the voyage of Columbus, the Pilgrims, and Independence Day), Presidents, Past and Present (including Washington, Jefferson, Lincoln, Theodore Roosevelt, and current United States President), and symbols and Figures (including the American Flag, Statue of Liberty, Mount Rushmore and The White House).

- Assessments information is gathered from formal curriculum assessments and classroom teacher observations based on appropriate developmental guidelines and State Standards.
- *NWEA (Northwest Evaluation Assessment)* assessment is administered three times per year. Any student who does not make benchmark is monitored every two or three weeks to note progress.

Any student not making adequate growth in any of the above areas receive intervention strategies in small groups or 1:1 instruction. Intervention plans are developed with supporting documentation. The information includes results of formal assessments, informal assessments, and developmental checklists. This information is housed in Pearson Inform, which is our internet based data management system. This program brings together achievement data from many sources, generates student and summary reports, and allows for distribution to appropriate Student Teacher Assistance Team (STAT) members.

If students do not respond with adequate growth following this intervention they may be referred to the Academic Support Team for further assessment. These assessment results are held in Enrich. Methods and assessments used are clear and relevant and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statues.

Duration of the Waiver: West Ridge Academy Charter request that the waiver be for the duration of its contract with the District. Therefore, the waiver is requested for fifteen years, until June 30, 2033.

Financial Impact: West Ridge Academy anticipates that the requested waiver will have no financial impact upon the District or West Ridge Academy.

How the Impact of the Waiver will be evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to West Ridge Academy's curriculum and the overall program design.

Expected Outcomes: West Ridge Academy expects that as a result of this waiver, the school will be able to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

ATTACHMENT 5: WAIVERS OF DISTRICT POLICIES

| District Policy | Title | Rationale and Replacement Plan |
|------------------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| G (GBA – GDS) | Personnel | WRA is responsible for its own employees and employs personnel at-will making these policies unnecessary. |
| IGA | Curriculum Development | WRA develops its own curriculum in accordance with its contract. |
| IGD | Curriculum Adoption | WRA reviews and adopts curriculum, materials, and textbooks through its Board of Directors or administration. |
| IHA | Basic Instructional Program | WRA is approved in its charter contract to provide the instructional program described in its charter school renewal application. |
| IJ | Instructional Resources and Materials Selection, Adoption and Disposal | WRA selects and adopts instructional material to support the curriculum set forth in the charter renewal. |
| IJJ | Instructional Resources and Materials | WRA selects and adopts instructional resources and materials to support the curriculum. |
| IJK | Supplementary Materials Selection and Adoption | WRA selects and adopts supplementary material to support the curriculum. |
| IJL | Library Materials Selection and Adoption | WRA selects and adopts library materials to augment its curriculum. |
| IKA | Grading/Assessment Systems | WRA has adopted its own system for student grading and assessment systems. |
| IKE | Ensuring All Students Meet Standards | WRA adopts its own standards and guidelines regarding accelerating, promoting, and retaining students. |
| IKF | Graduation Requirements | WRA establishes its own graduation requirements pursuant to its proposal. |
| IMA | Instructional Methods | WRA adopts its own instructional methods. |
| IMB | Teaching About Controversial/Sensitive Issues | WRA adopts its own approach and methods to instruction regarding controversial topics. |
| IMBB | Exemptions from Required Instruction | WRA determines the standards and protocol by which a student may be exempted from the curriculum’s required instruction. |

| | | |
|--------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| KB | Parent Involvement in Education | WRA establishes its own policies concerning parental involvement. |
| KEC | Public Concerns/Complaints about Instructional Resources | WRA establishes board policy to resolve concerns, complaints & grievances. |
| KEC-E | Request for Review of Instructional Materials | WRA establishes protocol for responding to requests for review of instructional materials. |
| KEC-R | Public Concerns/Complaints about Instructional Resources | WRA establishes its own policies to resolve concerns, complaints & grievances with respect to teaching materials. |
| KEF | Public Concerns/Complaints about Teaching Methods, Activities or Presentations | WRA establishes methods to accept, review, and address public concerns and complaints. |
| KFA | Public Conduct on School Property | WRA has adopted policies regarding public conduct on school property. |
| KHC | Distribution/Posting of Noncurricular Materials | WRA has adopted policies regarding the distribution of materials that are unrelated to the curriculum. |
| KHC-R1 | Distribution/Posting of Noncurricular Materials | WRA has adopted policies regarding the distribution of materials that are unrelated to the curriculum. |
| KI | Visitors to Schools | WRA has adopted policies concerning visitors to school property. |
| KLG | Relations with State Agencies | WRA develops guidelines for interacting with state agencies. |

ATTACHMENT 6: ENROLLMENT PREFERENCES, SELECTION METHOD, AND ENROLLMENT TIMELINE AND PROCEDURES

4849-1512-1242, v. 1

8. Enrollment

8.1 Enrollment Policy

- A. **Student Enrollment.** WRA will make enrollment decisions in a nondiscriminatory manner. The school will make reasonable efforts to recruit, enroll and retain a student body that is reflective of the demographics of the District. The school will have strategies in place to meet the needs of all students, including at-risk and ELL students. Enrollment in the school will be open to any student who resides within the District as well as students who reside in school districts that are contiguous to the District. A majority of the School's students will reside in the District.
- B. **Method of Enrollment.** Enrollment will be done by a first-come, first-serve wait list. Available openings will be determined by the Principal. The process to begin enrollment for the upcoming school year will begin on February 1. Between October 2 and June 1 parents will have seven (7) calendar days to accept or reject an opening. Between June 2 and October 1 parents will have forty-eight (48) hours to accept or reject an opening.
1. If the parents/guardians cannot be contacted for whatever reason, including, but not limited to their failure to notify WRA of changes in address or phone number, or they fail to return messages, their child shall be removed from the wait list and the enrollment opening offered to the next child in order of priority. A parent/guardian contacting the school after their child is removed from the list may request the child be reinstated. Their child will be added after the last student on the current list.
- C. The school will enroll only those students who meet the school's age and grade requirements, and who are not otherwise ineligible to enroll based on criteria in Article 33, of Title 22, including the criteria in 22-33-106(3)(f), C.R.S. in another District school. Students must be five years old on or before June 15th of the school year in question to be eligible to enroll in kindergarten unless exempted through the Colorado Department of Education's regulations. A birth certificate or similar legal document must be presented to school officials so that a verified date of birth can be recorded on the child's school record.
- D. **Enrollment Procedures.** Students from the following categories will be given priority in enrollment, in the order they are listed:
1. Siblings of currently enrolled students
 2. Children or grandchildren of founding board members
 3. Children of employees and staff
- E. **Informational Tours.** Parents and students will have an opportunity to learn more about the school's philosophy and curriculum by visiting the school for a tour of the facility and to be able to speak with staff members for additional program information. Parents will be given a school information packet to review, which will include the general code of conduct, dress code, school calendar, parental involvement requirements, transportation options, food services program, etc.

- F. **Process.** The enrollment process will include the parent signing a Release for Records in order for the school to obtain the student's previous academic history. The parent will need to complete the application form as well as all paperwork required by school districts and state regulatory agencies. All paperwork must be complete before the student may start classes, i.e., copy of the student's birth certificate, parental contact information, academic records, immunization records, etc.
- G. **Student Placement.** Upon admission, parents will schedule an appointment for their child to be assessed. The results of the assessment will determine the proper placement level for the child to begin instruction. During the assessment process, the school may determine through the use of the Home Language Survey that a student's dominant language may not be English. In that event, the school will assess the student's oral language proficiency in English using the Colorado statement assessment.

Adopted: Apr. 11, 2011

Revised: Oct. 7, 2013

Revised: Feb. 9, 2015