

Attachment 4 Enrollment Policy

The Chávez/Huerta K-12 Preparatory Academy includes kindergarten through 12th grade. The Chávez/Huerta K-12 Preparatory Academy is committed to the premise that its school population will represent the educational community of Pueblo in terms of gender, ethnicity and economic status. The Chávez/Huerta K-12 Preparatory Academy is committed to increasing educational opportunities for its students. Recruitment will be used in the effort to maintain a balanced and diverse student body. Students will be admitted on a first-come, first-served basis. No student will be denied admission because of academic performance. The Chávez/Huerta K-12 Preparatory Academy will comply with all Pueblo City Schools Board of Education-approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities. More specific commitments related to students with disabilities are provided in Attachment 5.

The Chávez/Huerta K-12 Preparatory Academy will use a waiting list format for enrollment should enrollment reach its stated capacity. The enrollment period will be announced through the communication procedures at the Chávez/Huerta K-12 Preparatory Academy. The school may also choose to advertise via any other means for new students.

As completed enrollment packets are turned in, they will be date stamped to indicate placement on the list. Enrollment packets will include all information required by Pueblo City Schools and the State of Colorado as well as a record of the student's age, copy of last report card, a copy of immunization records, information regarding IEP/504/GT or other educational plans.

Special consideration will be made for siblings of current students, current Chávez/Huerta K-12 Preparatory Academy staff family members and families with multiple children applying to the Chávez/Huerta K-12 Preparatory Academy.

Students/parents who enroll in the School may remain enrolled through the highest grade served by the School absent expulsion, graduation, court-ordered placement, IEP placement, or failure to register and attend the following year.

If an accepted student does not attend the first day of school without communication from the family, the Chávez/Huerta K-12 Preparatory Academy will make every effort to contact the family to determine the family's intentions. If after a reasonable period of time (not longer than three days) there is no communication from the family, the slot will be offered to the next student on the waiting list, continuing this process until the slot is filled or the waiting list is exhausted. Students wishing to transfer from the School to another school within the Pueblo

City Schools may do so only if accepted by the District through the Pueblo City Schools' Within-District administrative transfer procedures.

The School will follow the procedures used by Pueblo City Schools for the transfer of student records to and from the Chávez/Huerta K-12 Preparatory Academy. Students who exit the Chávez/Huerta K-12 Preparatory Academy before the end of the school year will be required to complete an Exit Form.

The enrollment policies of the Chávez/Huerta K-12 Preparatory Academy are:

- ∞ Non-religious
- ∞ Non-sectarian
- ∞ Non-discriminatory against any student on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, national origin, religion, ancestry, disability or need for special education services.

Enrollment shall be open to any child who resides within the State of Colorado. Students will be considered for admission into the Chávez/Huerta K-12 Preparatory Academy on a first-come, first-served basis and without regard to race, creed, color, sex, sexual orientation, national origin, religion, ancestry, or disability.

Attachment 5 Service Agreement for Exceptional Student Services

Chavez/Huerta K-12 Preparatory Academy ("School") shall provide federally required special education and related services at the Chavez/Huerta K-12 Preparatory Academy ("School") as set forth in the Charter School Contract ("Contract").

The School shall receive its applicable share of all federal and state per student special education funding for students enrolled at the School on the applicable official count date, which is typically December 1 of the prior school year. The District will disburse these special education funds within thirty (30) days of receipt. The District may retain on a monthly basis amounts for the pro-rata per student costs associated with the office of the District's Director of Exceptional Student Services. The School will pay the District or the District may retain the costs of support services and defense of claims, as provided in the Contract and Attachment 8, within thirty (30) days after the date the services are performed or the costs are incurred.

The District will request IDEA reimbursement funds from the Colorado Department of Education in a timely manner following receipt from the School of all supporting documents necessary to process the request and in no event later than the next request for funds filed with the Department by the District. The District will distribute all of the School's IDEA funds received from the Department to the School within thirty (30) days of receiving the funds. In the case of all other funds to which the School is entitled, the District shall disburse to the School the funds within thirty (30) days of their receipt unless otherwise provided in the Contract and in all cases subject to the end-of-year reconciliation required by the Charter Schools Act. Neither party shall be deemed to have waived its right to reimbursement of costs or to the distribution of payments under this Contract by its failure to meet these timelines.

Special Education staff hired by the School shall be notified of District ESS Department meetings and professional development in a timely fashion and shall be encouraged and allowed to participate in such meetings and professional development offered by the District, as provided in the Contract. If the School's Director of ESS believes a District-required training is not appropriate or of reasonable value to the School, the Director of Exceptional Student Services will consult in good faith on this issue; provided, however, the Director's decision will be final and not subject to dispute resolution under the Contract.