

Chavez/Huerta K-12 Preparatory Academy Charter School Renewal Contract

THIS CHARTER SCHOOL RENEWAL CONTRACT (“Contract”), dated this 28th day of June, 2022, is made and entered into between Pueblo School District No. 60 (“District” or “authorizer”) and the Chavez/Huerta K-12 Preparatory Academy, a public charter school organized as a Colorado nonprofit corporation (“Chavez/Huerta K-12 Preparatory Academy” or “School”) (collectively, the “Parties”).

WHEREAS, the Colorado General Assembly has enacted the Charters Schools Act (“Act”), C.R.S. §§ 22-30.5-101 to 120, for certain purposes as enumerated in C.R.S. §§ 22-30.5-102(2) and (3); and

WHEREAS, the Board of Education of the District and the Chavez/Huerta K-12 Preparatory Academy entered into a Charter School Contract as of June 27, 2017, for a five-year term, commencing July 1, 2017, and ending on June 30, 2022; and

WHEREAS, the Chavez/Huerta K-12 Preparatory Academy submitted a charter school renewal application (“Renewal Application”) to the District seeking the renewal of its charter for a term to commence July 1, 2022; and

WHEREAS, on April 7, 2022, the Board of Education of the District (“District Board”), conditionally approved the charter application subject to, among other things, reaching mutual agreement with the School on a charter school renewal contract; and

WHEREAS, the Parties desire to enter into a charter school renewal contract for the ongoing operation of the School pursuant to the Act for a term of three (3) years commencing with the 2022-2023 school year.

NOW, THEREFORE, in consideration of the foregoing Recitals and their mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1.0 Status of School

- 1.1 Term. This contract is effective as of July 1, 2022, and shall continue through June 30, 2025. Although this Contract is for operation of the School for a period of three (3) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District Board and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and

that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

1.2 School Legal Status. The School is incorporated as a Colorado nonprofit corporation. Unless the Parties agree otherwise in writing, the School shall continue to operate as a Colorado nonprofit corporation and shall assure that its operation is in accordance with its articles of incorporation and by-laws. The School shall notify the District promptly of any change in its corporate and/or tax-exempt status. The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the 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 the 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 (C.R.S. § 24-10-101-120) (“CGIA”), and is a local public body within the meaning of C.R.S. § 24-6-402 (1) (a), and therefore subject to the Sunshine Law (C.R.S. § 24-6-401—402) and the Open Records Act (C.R.S. § 24-72-204-206).

2.0 District-School Relationship

2.1 District’s Rights and Responsibilities.

- A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, District Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, District Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials. Student education records shall be accessible by District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (“FERPA”). Records include, but are not limited to, the following:
- i. School records, including but not limited to student cumulative files, policies, special education and related services;

- ii. Financial records;
- iii. Education program, including test administration procedures and student protocols;
- iv. Personnel records, including evidence that criminal background checks have been conducted;
- v. School's operations, including health, safety and occupancy requirements;
- vi. Inspection of the facility;
- vii. Waiting lists the School holds at each grade level once the School is at full enrollment. The District agrees not to contact any of the students on the waiting list; and
- viii. Board minutes, agendas and other Board documents.

Further, the District may make visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent, 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 material complaints about the School that the District receives. The notification shall be made within ten (10) calendar days of its receipt by the District and shall include information about the substance of complaint taking into consideration any complainant's request for anonymity. Absent extenuating circumstances in the District's judgment, the District agrees to direct any complaining party to the School's internal conflict resolution policy, so that the School and the complaining party may address the complaint at the School-level.
- C. School Health or Safety Issues. The District shall immediately notify the School 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 School will maintain student records and other information on Power School or other District-approved reporting software. Representatives of the District and School (business and technology administrators) agree to meet at least once every six (6) months during the term of this Contract to review data exchange procedures and to discuss student information systems. Subject to the School's maintenance of the approved software system, the District will provide the School in a timely manner (not later than seven (7) calendar days after receipt) 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, Elementary and Secondary Education Act (“ESEA”), as amended by the Every Students Succeeds Act, and their implementing regulations (collectively “ESSA”), school improvement status, School Performance Framework (“SPF”), accreditation, special education, and funding information. The District will provide a link to the School on its web site under “Schools” - “Charter Schools” and will post information regarding choice during the open enrollment period. Not later than August 15 of each year the District and the School shall exchange staff positions and telephone contact lists for the ensuing school year.

- E. Grants and Utilization of School Data. When the District utilizes or desires to include School data for the purpose of submitting grants to private, state or federal sources, the President/CEO of the School will be notified as to the role of the School in the grant, identify any funds attributed to the School as a result of securing the grant, and the School’s responsibilities with regard to final report and close-out procedures. A copy of any grant that is submitted, including School data, and which may benefit the School will be provided to the President/CEO.

- F. Accreditation Data and Process. Not later than five (5) business days following the receipt of the information, unless otherwise provided by or made available to the School by the Colorado Department of Education (“Department”), the District shall provide to the School the data used by the 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. Any proposed plan shall be in line with the same standards as would be expected of any District school.

- G. Access to Student Records. The District shall make available to the School not later than seven (7) days after a written request the cumulative files and/or student information, including, but not limited to, information regarding special education related services for students enrolled in 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.

- H. PERA 140-Day Contracts. The School acknowledges that the District is limited to only ten, 140-day contract slots for Public Employees' Retirement Association ("PERA") retirees under the provisions of C.R.S. § 24-51-1101 (1.8) (a). In the event the School's President/CEO determines that it is necessary for the School to be considered for one of these slots during any calendar year, the School shall comply with and apply though the District's "Administrative Regulation concerning Retired Personnel Working on PERA 140-day Contracts."
- I. Satisfaction Surveys. The School shall conduct regular staff, parent, and student satisfaction surveys, and shall share de-identified, aggregated results with the School community and the District's Superintendent or designee.

2.2 School's Rights and Responsibilities.

- A. Records. The School agrees to comply with all federal, state, and District record-keeping requirements, including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School shall ensure that all records for students enrolling in other Schools are transferred within seven (7) days upon receipt of the request. Financial records shall be posted monthly on the School's website and posted in accordance with the Financial Transparency Act and reconciled at least quarterly. 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. Notifications Provided to the District. The School shall notify the District and other appropriate authorities in a timely manner in the following situations:
 - i. The discipline of employees at the School arising from misconduct or behavior that is alleged to have resulted in harm to students or others, or that constituted violations of the law; and
 - ii. Any complaints filed against the School, or complaints opened for investigation, by any government entity, including but not limited to, OCR, CDE, CCRD and EEOC.

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

- i. Conditions that may cause the School to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
- ii. Any circumstance requiring the closure of the School, including but not limited to a natural disaster, such as an earthquake, storm, flood or other weather-related events, other extraordinary emergency, or destruction of or damage to the School facility;
- iii. The arrest, dismissal or resignation of any members of the Charter Board, School employees, or contract workers for a crime punishable as a felony or any crime related to the misappropriation of funds or theft or any misdemeanor criminal offenses involving children, or for an act 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. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7, 22-1-130, and other relevant laws;
- iv. Misappropriation of funds;
- v. A default of any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
- vi. Any change in its corporate status with the Colorado Secretary of State's Office or status as a § 501 c (3) entity, if applicable.

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

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 notification shall be provided when due dates are changed. The District will annually update any changes to the following list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of the Contract, and the District may take actions outlined in Section 2.6 of this Contract.

- i. Accreditation Report (in accordance with State requirements);
- ii. Projected Enrollment Report (June 30);
- iii. Projected Budget Report (June 30);

- iv. Governance Information (including identification of name and contact information for Charter Board members and Charter Board's Finance Committee members, Charter Board conflict of interest disclosures, current bylaws)(June 30);
- v. Quarterly Financial Reports (consistent with the District's schedule) to be submitted to the District and the Charter Board's Finance Committee;
- vi. Year-to-date trial balance by account code for both the School and CCA (March 31)
- vii. End of year Trial Balance and financial statements (provided in Excel file format using the Department chart of account codes) (September 30);
- viii. Insurance Certification (July 10);
- ix. Health and Safety Information (including a report of previous year's fire drills, updates emergency plans, and emergency contact information) (June 30);
- x. Audit, including management letter (on or before October 15);
- xi. School Calendar (May 1); and
- xii. Report for District's Annual Review (including elements of the review in C.R.S. 22-30.5-110(1)(b) and a review of progress in addressing the concerns identified in the Renewal Application)(December 31)

2.3 Indemnification.

- A. Mutual. To the extent permitted by law and not covered by insurance or not otherwise barred by the CGIA, the District and School each agree to indemnify and hold the other and its respective employees, directors, officer, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the CGIA or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.
- B. Indemnification by Independent Entities/Governmental Immunity. In the event the School authorizes, with the District's approval, another

person or entity to operate a before- and/or after-school, preschool, daycare, intersession, extended-day kindergarten or other program within a School or District facility, such person or entity shall provide separate insurance coverage for general liability and errors and omissions with limits consistent with the District policies and naming the School, the District, and the property owner as additional insureds. Such person or entity will also agree to indemnify and hold the School, the District, and the property owner harmless from all liability, claims and demands on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, tort and civil rights claims, or any other losses of any kind whatsoever that arise out of or are in any manner connected with such person's or entity's operations. Nothing contained in this Contract shall be deemed a relinquishment or waiver by the District or the School of any kind of applicable limitations of liability provided by the CGIA.

2.4 Procedures for Articles of Incorporation and By-laws Amendments. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act in amending its articles of incorporation and by-laws and shall provide the District with notice of any such change. Any change that would affect the School's obligations under this Contract or in modification of the Application, shall be subject to advance written approval by the District. The bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure. The bylaws and conflict of interest disclosure are attached and incorporated herein as Attachment 3.

2.5 District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract and not subject to immediate appeal to the State Board of Education shall be subject to the dispute resolution process set forth in this Section; unless specifically otherwise provided. All timelines in this Section may be extended by mutual agreement:

- A. No Delay. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
- B. Notice. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and

section of the Contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the President of the Board of the School and the President of the Board of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.

- C. Submission to Boards. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the Boards of the School and the District for their consideration. The submission to the Boards shall be made in writing to the other party and to the Board Presidents for delivery to the Boards, no later than forty (40) days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both Boards are required to place the item on the agenda at the earliest meetings for discussion by the respective Boards. The Board Presidents are required to inform each other in writing of any resolution proposed by their respective Boards within ten (10) days after the Board meeting at which the item is discussed. The Board Presidents may elect to meet to identify possible solutions.
- D. Non-Binding Mediation. In the event that the matter is not resolved by the Boards, then the matter shall be submitted to non-binding mediation by notice in writing to the other party within thirty (30) days following the Board meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.
- E. Mediator Opinion. Any and all disputes that cannot be resolved informally shall be settled by mediation to the extent not inconsistent with the requirement of state law. The Parties expressly agree that the mediator shall be required to render a written opinion concerning the matter(s) in controversy, together with their findings.
- F. Selection of Mediator and Sharing of Expenses. The independent mediator shall be agreed upon by the Parties within fifteen (15) calendar days following the moving party's written request for mediation. 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. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation the fees and expenses of its counsel, witnesses and other acting for it, mediators not jointly appointed, shall be paid by the party incurring such costs.

- G. Timing: Advisory Opinion. The mediation shall be scheduled and concluded within sixty (60) days of the moving party's written request for mediation, unless the Parties mutually agree to extend the sixty-day deadline. If the dispute is still not resolved at the conclusion of the mediation, the Parties expressly agree that the mediator shall be required to render an advisory recommendation concerning the matter(s) in controversy.
- G. No Contract Modification. The mediator shall have no authority to add to, delete from, or otherwise modify any provision of this Contract or to issue a finding having such effect.
- H. Appeal. Either party may appeal to the State Board within thirty (30) days of the written release of the mediation advisory opinion concerning those matters within the State Board's jurisdiction in accordance with governing law.

- 2.6 Other Remedies. If the School is subject to nonrenewal or revocation pursuant to C.R.S. § 22-30.5-110 (3), state or federal laws or regulations, or if the School 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 applying a remedy other than Section 2.6 B, the District shall send a notice of breach and provide the School an opportunity to cure. The notice shall state the deficiency and the basis (evidence), an opportunity for the School to contest the deficiency, the timeframe for remedying the deficiency, and the expected results. Unless extraordinary circumstances dictate a different period, the School shall have thirty (30) days from receipt of notice to cure any perceived deficiency.

A. Withholding Five Percent (5%) of Funds Due to the School. The District may withhold five percent (5%) of any payment due to the School beginning on the first day of the month following the due date until such time as the School complies with requirements under this Contract. This remedy may be applied in situations, as allowed by C.R.S. 22-30.5-105(2)(c)(IV), where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include, but are not limited to, failure to submit reports listed in Section 2.2 D by the established deadlines, failure to submit other required information or records by the date required or requested, and a failure to submit a budget to the District that meets the requirements of Section 7.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5-112.

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

Within ten (10) days of the District taking such action, the District Board shall hold a hearing and take formal action regarding the District's continued control of the School. At the hearing, the School shall have the opportunity to present evidence regarding the District's action and an opportunity for public comment shall be provided. The Board of the School may appeal the District Board's decision, with such appeal to be made to the State Board as a unilateral imposition of conditions.

C. Submission of Plan to Remedy Deficiency. At the request of the District, the School shall develop a proposed remediation plan to cure a deficiency and submit it to the District for review and comment. The approved plan shall include a statement that directs the School's staff to implement the plan and provide the Board of the School and the District's Board with periodic reports of progress. The District may request the School to review

and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, implementing its educational program, or fails to complete two (2) or more required reports by the established deadlines. The remedies provided in this section are in addition to and not in limitation of those set forth in Paragraph 6.3.

D. Seeking Technical Assistance. The District may require the School to seek technical assistance from a provider if the School is required to prepare and implement a priority improvement plan or turnaround plan. If the School has an education management provider, the School shall seek technical assistance from a provider other than the School's education management provider.

2.7 District Violations of Charter School Law or Contract. If the School believes that the District has violated any provision of this Contract or law, the School shall send a notice and provide the District an opportunity to cure. The notice shall state the alleged violation and the basis (evidence), an opportunity for the District to contest the allegation, the timeframe for remedying the alleged violation, and the expected results. Unless extraordinary circumstances dictate a different period, the District shall have thirty (30) days from receipt of notice to cure any perceived or alleged violation. After the above procedure has been followed, the School may initiate dispute resolution procedures as provided in Section 2.5 and, following an exhaustion of that process (unless another procedure is available under the Act), file an appeal with the State Board or seek other remedies provided by law.

2.8 Emergency Powers. If the District seeks a preliminary order under the Charter School Emergency Powers Act, C.R.S. §§ 22-30.5-701-704, it shall follow the procedures set forth therein.

3.0 School Governance

3.1 Governance. The Governance and Operation Section of the original and Renewal Application concerning the nature and extent of parental, professional educator, and community involvement in the governance and operation of the School is accepted by the District to the extent permissible under federal and state law and subject to all conditions and amendments of the Contract and to the policies and regulations of the District, as amended and adopted from time to time (except to the extent waived by the Board as provided in the Contract).

In addition, the Application is amended as follows, which amendments and other provisions of this Contract shall supersede and control over any conflicting language contained in the Application:

- A. Chavez/Huerta K-12 Preparatory Academy Board. The School's articles of incorporation and by-laws will not conflict with the School's obligation to operate in a manner consistent with this Contract. The School's policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The School shall operate in accordance with these documents. Any material modification of the articles of incorporation or the by-laws or changes in the composition of the School's governing body shall be made in accordance with the procedures described in Section 2.4 of this Contract.

- B. Fair Campaign Practices Act. The School and its employees shall agree to be bound by the restrictions of the Fair Campaign Practices Act, C.R.S. § 1-45-101, *et seq.*, in connection with election of the School's Board, should the School change its by-laws to institute an election for Board of Director positions. If an election is instituted, replacing the current appointment process, subject to District Board approval, the School shall agree to the following: Specifically, School employees may not conduct campaign activities while on duty. School employees may respond with factual information to unsolicited questions about the Charter Board candidates. School employees may not use School or District money or resources to support a Board member's campaign. School employees may not materially use any School copiers, fax machines, telephones, School or District email. School employees may use personal funds and personal time to urge electors to vote for particular School Board candidates. While at work, School employees must maintain a neutral disposition as to the Charter Board candidates.

- C. Conflict of Interest. Members of the Charter Board and other committees of the School shall comply with state law and the Charter Board policies and regulations regarding ethics and conflict of interest. The District will provide a conflict of interest statement annually for signature by the Charter Board members to be submitted to the District by August 31 of each year. The School may also submit a conflict of interest form for District approval. If approved, the School's form may be used.

D. Nonreligious, Nonsectarian Status. The School agrees that it shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. The School shall not be affiliated in any way with any nonpublic sectarian school or religious organization. The School shall not discriminate against any person on the basis on race, creed, color, national origin, gender, sexual orientation, gender identity/expression, marital status, religion, ancestry, or disability.

E. Commitment to Nondiscrimination/Equal Opportunity Employer. The School affirms that it shall comply with all applicable federal, state, and local laws, rules, regulations, and District Board policies prohibiting discrimination on the basis of race, creed, color, national origin, gender, sexual orientation, gender identity/expression, marital status, religion, age, ancestry, or disability. Unless and until the School adopts its own set of written policies that are approved by the District, the School shall comply with all Board or Superintendent-approved policies and regulations concerning nondiscrimination.

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

F. Indigent Students. The School shall waive all fees for indigent students in accordance with District Board policy and applicable federal and state law. If requested by the District, the School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students.

G. Accountability. The School shall comply with the educational accountability provisions of Colorado and federal law as amended from time to time, including without limitation, the Education Accountability Act of 2009, C.R.S. §§ 22-7-101, *et seq.*, the State Board Accreditation Rules, 1 CCR 301-1 2202-R-0.00—5.02, and terms of any Accreditation Contract between the District and the State Board, as amended from time to time., and the Every Student Succeeds Act (ESSA). The School is subject to the District's and the Department's

accreditation and accountability requirements. The School shall operate under the auspices of, and be accountable to, the District and subject to Colorado law, regulations of the State Board of Education and the Department, and all Board and Superintendent-approved policies and regulations unless specifically waived.

- H. School Accountability Committees. The School shall establish a School Accountability Committee(s) at the School campus. Membership in the Accountability Committee(s) shall be set forth in C.R.S. § 22-11-401, and the School Accountability Committee(s) shall have the powers and duties specified in C.R.S. § 22-11-402. The School will establish the Accountability Committee(s) not later than September 30 of each school year. The School Accountability Committee(s) shall have no authoritative power but shall only make recommendations to the Principal. Each principal is responsible for establishing the School Accountability Committee. Each principal will report to the School's President/CEO when the Accountability Committee(s) has/have been formed and the date of the first meeting has been scheduled. The School has the option of creating one Committee for the K-12 Campus or one Committee at each grade level (elementary, middle and high) or one Committee for elementary/middle and one for high school.
- I. Periodic Review of Progress. The School shall be subject to a review of its operations and finances by the District Board or a designee. The School shall provide a yearly report which meets the conditions of the District and state accountability requirements.

3.2 Corporate Purpose. The purpose of the School as set forth in the articles Incorporation shall be limited to the operation of a charter school pursuant to the Act.

3.3 Transparency. The School shall make its policies, meeting agendas, minutes, School's School Accountability Committee(s) meeting agendas and minutes, and related documents readily available for public inspection, including posting on the School's website, and shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy. The School shall also post on its website in a timely manner information about Charter Board members, Charter Board meetings, financial information and audits, relevant School documents (including this Contract), the School's process for resolving public complaints,

and other information that may be of interest to students, parents, and community members.

- 3.4 Complaints. The School shall establish or have in place 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 School's Board, not the District Board. The School agrees to inform the District, upon request, regarding the resolution of any complaint that it receives and processes through the School's internal conflict resolution policy.
- 3.5 Contracting for Core Educational Services. Unless otherwise agreed to in writing by the District, the School shall not have authority to enter into a contract or subcontract for the management or administration of its core instructional programs or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses so long as they are considered "highly qualified" under applicable law and regulations.
- 3.6 Collaboration with District Prior to IGAs. The School shall provide reasonable notice to the District before entering into any inter-governmental agreements with other government entities.

4.0 Operations

- 4.1 Operational Powers. The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in the Contract):
- A. Contracting for goods and services;
 - B. Preparation of budgets;
 - C. Selection, supervision, evaluation, and determination of compensation for personnel;
 - D. Promotion and termination of personnel;
 - E. Leasing and purchasing facilities for school purposes (a copy of which shall be provided to the District at least thirty (30) days prior to execution for review; provided, however that the School retains the sole authority deciding what leases to enter into);
 - F. 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;

G. Adoption of policies and bylaws consistent with the terms of this Contract.

4.2 Transportation. Any transportation of students to the School shall be the sole responsibility of the School. This shall include any special education students enrolled in the School whose IEP requires transportation as a related service.

4.3 Food Services. The Nutritional Services Agreement shall govern all food services offered by the School. The Nutritional Services Agreement is included as Attachment 6 in this Contract and is subject to annual renewal. In the event the School determines not to utilize the Food Services of the District, it will notify the District in writing by no later than January 1 and then may utilize the services of another School Food Authority or create its own School Food Authority beginning with the following school year.

4.4 Insurance. During the terms of its charter, the School shall maintain insurance coverage either purchased in its own right or through the District. Such insurance shall at a minimum include the following:

A. Commercial General Liability. The School will maintain commercial general liability insurance covering all operations by or on behalf of the School, including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have the following limits and coverages:

Minimum Limits:

- \$2,000,000 each occurrence
- \$5,000,000 general aggregate
- \$5,000,000 products and completed aggregate

Coverages:

- Occurrence form
- Products and completed operations coverage
- Personal injury
- Contractual liability
- Defense in addition to the limits of liability
- Sexual abuse and misconduct coverage
- Coverage for athletic participants

- Special events coverage
- Cyber incident coverage
- Severability of interests provision
- Additional insured endorsement on behalf of the District

B. Automobile Liability. School will maintain business auto liability coverage liability arising out of any auto (including owned, hired, and non-owned autos):

Minimum Limits

- \$2,000,000 combined single limit each accident

Coverages

- Additional insured endorsement on behalf of the District
- Excess coverage for employees as insured using personal vehicles on School business

C. Workers' Compensation Insurance. School will maintain workers' compensation insurance, including occupational disease provisions covering the School in accordance with applicable state laws and employer's liability insurance:

Minimum Limits:

- Workers' compensation—statutory limits
- Employer's liability:
 - \$250,000 bodily injury for each accident
 - \$250,000 each employee for disease
 - \$500,000 disease aggregate

D. Educators Legal Liability. During the term of its charter, the School shall maintain Educators' Legal Liability Insurance covering its professional errors and omissions with a limit of not less than \$2,000,000 per claim/aggregate. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least ten years must be purchased. An umbrella policy may be used to meet the limits requirement.

E. Directors' and Officers' Liability. During the term of its charter, the School shall maintain Directors' and Officers' Liability Insurance

covering the wrongful acts, errors and omissions of its governing board arising out of the administration of the School with a limit of not less than \$2,000,000 per claim/aggregate. Coverage shall also include Employee Practices Liability. If coverage is purchased on a “Claims Made” basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least two (2) years must be purchased.

- F. Excess/Umbrella Liability. The School shall maintain umbrella/excess liability, employer’s liability insurance described above, and, if available, excess of the directors and Officers Liability coverages:

Minimum Limits:

- o \$2,000,000 each occurrence and aggregate

- G. Property Insurance. All property insurance (building and contents) owned or leased by the School will be the responsibility of the School unless otherwise agreed by contract. School will carry property insurance covering its owned or leased property on an all-risk form, including replacement cost coverage, equipment breakdown (if applicable), and business interruption/extra expense. District shall insure its property which it leases to the School (the former Hyde Park elementary school building) and shall name the School as an additional insured, as its interest may appear. The District shall deduct the cost of this insurance from amounts otherwise due to the School under this Contract; provided, however, the School may obtain its own insurance coverage for the Hyde Park school building (currently being leased to the School), subject to approval by the District, which will not be unreasonably withheld. The School, however, must notify the District of its desire to provide its own coverage prior to the District’s annual renewal of its policy. The School’s coverage must name the District as the insured owner, be in an amount at least equal to the Total Insured Value on the District’s property schedule (\$10,096,856 for 2022), and have a deductible not to exceed the amount applicable to the District’s coverage.

- H. Crime Insurance. The School shall maintain employee theft, fraud and dishonesty coverage in an amount not less than \$250,000 to protect it from theft of money and securities by employees. Coverage must also include volunteers as employees.

4.5 Waivers.

A. State Laws and Regulations.

- i. Automatic Waivers. The District agrees to seek waiver from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 CCR 301-35. The School agrees to provide acceptable replacement policies for those automatic waivers. The automatic waivers are set forth in Attachment 1 and the waivers from state law or regulation to be requested jointly are set forth in Attachment 2.
- ii. When Waivers are Necessary. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, or when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected only to seek waivers if a statute or rule applies to the School and is inconsistent with the School's operational or educational needs.
- iii. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the 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. District Board approval of requests to waive state law or regulations shall not be unreasonably withheld. To the extent that 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.

B. District Policies.

- i. Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 9.
- ii. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) 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.

- iii. Revocation of Waivers. For reasonable cause and after providing notice to the School, the Board may revoke waivers previously granted.

5.0 School Enrollment and Demographics.

- 5.1 School Grade Levels. The School will serve students in grades kindergarten through 12th grade. In the event the School desires to add a preschool, it must obtain prior written approval from the District Board.
- 5.2 Student Demographics. As required by the Act, and articulated in this Contract in Attachment 4, the School's enrollment decisions shall be made by the School in a nondiscriminatory manner as specified in the charter school application. The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District, and has a diverse student population which includes, but is not limited to, making reasonable efforts to enroll a percentage of students that are eligible for free or reduced lunch program consistent with District averages, taking into account the demographics of other public schools within a reasonable proximity to the School. The School shall make reasonable progress toward this goal.
- 5.3 Minimum Enrollment. The minimum enrollment is 800 student FTEs K-12, which is determined to be the lowest enrollment necessary for financial viability. In the event the School should drop below that number as of the October counting date, the School shall notify the District and provide an updated, balanced budget to the District by November 1 of that year.
- 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 eligible 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.
- 5.5 Enrollment Preferences, Selection Method, Timeline and Procedures. Enrollment preferences, selection method, timeline, and procedures are described in Attachment 4. Once accepted for enrollment, the School becomes any resident student's assigned school through the 12th grade.

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

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

- A. Education of Students with Disabilities. The School recognizes and agrees that it is solely and exclusively responsible for providing accommodations and services 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. The Parties agree that the School's program and facilities will accommodate students with mild/moderate disabilities identified as eligible for special education and related services under the IDEA. The School will provide services to these students to the same extent as other non-charter District schools. For purposes of this Agreement, this means providing a licensed Special Education teacher and classroom, a licensed speech/language therapist, a licensed school psychologist, and other support staff such as paraprofessionals. Following enrollment, the School shall require that the student/District provide the most recent Individual Education Plan (IEP) or Section 504 Plan, if any. If the applicant has an IEP or Section 504 Plan on file with the District, the IEP or Section 504 Plan shall be provided to the School's Director of ESS immediately upon request.
- B. Admission of Students with Current IEP or 504 Plan. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall receive the services that meet the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP Team or Plan review meeting is held and the IEP or Section 504 Plan is changed.
- C. Screening Team. When a student who is accepted for enrollment has an IEP or Section 504 Plan, prior to the decision to deny enrollment, a screening team consisting of the School's Director of ESS, and the District's Director of Exceptional Student Services ("District Director of ESS") or designee shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team cannot reach consensus, the District's Director of ESS or designee shall convene a complete IEP Team to make the final

determination. If the complete IEP team cannot reach consensus, the District's Director of ESS will make the final determination. The District's Director of ESS's decision may be appealed by the Director of the School to the Superintendent after meeting to discuss the dispute, and if not reversed by the Superintendent, the District's Director of ESS's decision shall be final and not subject to dispute resolution under the Contract.

- D. IEP Team. When a student who has intensive service needs as identified by an IEP is accepted for enrollment into the School, the School's Director of ESS shall convene an IEP Team meeting, which shall include the District's Director of ESS or designee. The student's enrollment is contingent upon the determination by the IEP Team that the student can receive a free appropriate public education in the least restrictive environment at the charter school in its existing programs with or without reasonable modifications to the same extent as would be considered for a non-charter District school (as defined in Section 5.6.A., above). If the determination is that a Free Appropriate Public Education (FAPE) is not available, the student's enrollment shall be denied and the student's current placement shall remain as determined by the prior IEP Team meeting, unless changed at the School's IEP Team meeting. Representative from the student's prior school shall be invited to participate in the IEP Team meeting at the School. Additionally, enrollment may be denied for a student seeking placement in the School in the same manner and for the same reasons as such enrollment may be denied for a student without disabilities.

- 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 Act. No student shall be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full time funding at one or both schools. If no written agreement is reached and the pupil's participation meets the eligibility for funding under the Public School Finance Act and regulations, the District and the School may each count the pupil based upon their respective percentage of instructional time compared to the total.

Students enrolled at the School who wish to participate in athletics or extra-curricular activities at District schools that are not offered at the School will be subject to the requirements of Colorado statutes, CHSAA (Colorado High School

Activities Association) rules, and District policies regarding participation in extra-curricular activities. Requests for participation shall be sent to the District's Director of Athletics who will determine the school in the District to which the student will be assigned. Where participation in a District activity requires a participation fee, the School shall be responsible for payment.

- 5.8 Non-Resident Admissions. Subject to its enrollment guidelines in Attachment 4, the School shall be open to any child who resides in the State of Colorado, subject to compliance with applicable Colorado public schools of choice statutes, Board policy and this Contract. 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 is subject to an agreement between the School and the Superintendent or his/her designee. The School agrees to use the standard District administrative transfer process. If after enrolling a resident student with an IEP and receiving per pupil revenue based on October count funding, the School determines that it is unable to provide a FAPE, the School shall consult with the District and demonstrate the data supporting a change in educational placement prior to receiving the District's approval to place the student into a more restrictive placement at another District school or a Separate School or Homebound placement, the School shall be responsible for the actual costs (less any state and federal funding actually received by the District for the student) associated with providing the student with FAPE for the remainder of the school year.
- 5.10 Expulsion and Denial of Admission. The authority to deny admission to, suspend, and expel students is delegated to the School so long as it complies with the provisions of Title 22, Article 33, and provided further that any student who is expelled by the School's Board may appeal that decision in writing to the District Board within ten (10) days after the School's decision. The appeal shall consist of a review of the facts that were presented and that were determined at the hearing conducted by the School's hearing officer, arguments relating to the decision, and questions for clarification from the District Board. The School shall include procedures concerning the appeals process in its student handbook and discipline policies distributed annually to its students. The costs associated with any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School. The costs associated with any special education and related services required by law to be

provided to suspended or expelled students shall be the sole responsibility of the School.

5.11 Attendance. The School's students' attendance shall be in compliance with Colorado's compulsory attendance laws, including but not limited to the required number of instructional hours and the distinction made between excused and unexcused absences. The School agrees to enforce the attendance provisions of Colorado's compulsory attendance laws, with respect to the School's students, at the School's expense.

5.12 Continuing Enrollment. Students/parents who choice into the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court-ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District's Within-District administrative transfer procedures.

6.0 Educational Program.

6.1 Vision. As noted in the Renewal Application, the School's vision is to be the best school of choice to develop college-ready students who will become scholars, leaders of great character, and productive citizens of the world.

6.2 Mission. As noted in the Renewal Application, the School's mission is to provide students a challenging, high quality, diverse K-12 learning environment that develops lifelong learners.

6.3 School Goals and Objectives. The School will set goals for improvement of the areas of concern identified in the District's Evaluation Report dated March 8, 2022. The parties will mutually agree on the annual targets for intervention with identified measurables and the detailed action plan to meet the annual targets. The School will continue to set goals to exceed the District average on state-mandated assessments and meet annual targets for improving academic achievement, academic growth, academic growth gaps, and postsecondary and workforce readiness. The School agrees to make reasonable progress towards meeting state academic standards as defined in the Colorado School Performance Framework and based upon the District's ongoing monitoring of the School and review on at least an annual basis, generally within one month after all relevant data is collected. Reasonable progress will be established through the implementation of annually mutually agreed-upon academic goal areas and annual targets developed through the use of CDE's Unified Improvement Plan process and timelines (<https://www.cde.state.co.us/uip>) and include a review of the School's attainment of the performance indicators set forth in C.R.S. § 22-11-204 (2016). Within one month after the School's receipt of relevant data for the prior academic year, commencing with the 2022-2023 year, the Parties shall mutually agree on the goal areas and annual targets and any needed revisions

to the School's Strategic Plan (i.e., action plan to meet the annual targets). The annual targets will also include yearly increases in test participation in both state and local assessments with the goal of achieving, and then maintaining, a 95 per cent participation level at the end of three years, and yearly increases in growth and achievement to move the School to Performance. Review of progress shall be based upon, but not be limited to, state assessments as well as local, standardized assessments determined by the School and the District to be consistent and reliable in predicting progress. Upon request, the School will promptly provide the District access to local achievement measures used by the School, including assessments such as NWEA and DIEBELS, for purposes of progress monitoring and collaboration between the School and District to support achievement of annual targets.

- A. Remedial Action. In the event the School is not making meaningful progress towards achieving the goals and targets; fails to meet the District's accreditation goals for its schools; fails to implement its educational program; or fails to complete and transmit required reports by established deadlines, the District shall give the School notice of the deficiencies and an opportunity and timeline for curing the deficiencies and the expected results. In response, the School shall prepare a plan to remedy any deficiency; submit the plan to the District for review and comment; and obtain the approval of the plan by the District Board.
- B. State Assistance. Nothing shall prevent either the School or the District from seeking technical assistance from the Department and both will do so in the event the School is required to implement a priority improvement or turnaround plan.

- 6.4 Educational Program Characteristics. As noted in the Renewal Application, the School holds an operating philosophy rooted in the belief that all children are capable of learning at high levels if they are taught by caring and skilled educators. They are challenged by an engaging curriculum and are held to ambitious standards.
- 6.5 GED and Online Programs. The School's educational program as contained in the original and Renewal Application and reviewed by the District does not include a GED or its own online program established under C.R.S. §§ 22-30.7-101 – 113; accordingly, the School is prohibited from offering such GED or online programs without prior approval of the District Board. Nothing contained in this Paragraph 6.5 shall preclude the School from including online courses within its instructional program from accredited educational institutions such as CSU-Pueblo and Pueblo Community College.
- 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 the Contract. The goal of the

educational program, pupil performance standards and curriculum designed and implemented by the School is that the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

- 6.7 Graduation Requirements. The School shall develop and submit to the District a policy setting forth its graduation requirements.
- 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. Special Education and Related Services. The School shall provide all required special education services and support services to students at the School to the same extent as other non-charter District schools (students and programs as defined in Section 5.6.A.) and shall hire its own special education teacher(s) subject to review of licensing, by the District's Director of ESS. The School shall staff its special education personnel, applying the same staffing formula used with other non-charter District schools. The School, like other District schools, does not offer a full continuum of special education services on site. Therefore, special education and related services at the School shall be commensurate with those provided at other non-charter District schools. The District shall assign special services providers as are necessary to provide FAPE to students using the same special service provider staff formula used with other non-charter District schools and the School shall be responsible for reimbursing the District for all costs of those personnel assigned to provide services at the School unless the School purchases those services from another qualified provider who has passed the background check required of District employees. Special services providers may include social workers, psychologists, nurses, physical therapists, occupational therapists, audiologists, speech therapists, only as required under a student's IEP. Specific services for students with more significant needs may not be available at the School. For residents of the District, such services are available at designated school sites or through an out-of-district placement. For non-resident students, provision of such services is the responsibility of the Administrative Unit of residence.

- B. District Services. A description of the special education services, if any, to be provided by the District pursuant to Section 6.9.A above, and their costs is provided or described in Attachment 5 and Attachment 8. The School shall be responsible for reimbursing the District for the cost of defending any and all charges, complaints, or investigations concerning special education by the office for Civil Rights (“OCR”), the Department’s State Complaints Officer, IDEA due process proceedings or Section 504 complaints for any student enrolled and receiving services at the School or whose prior enrollment, denial of enrollment, or displacement by the School is the basis for the complaint. The District and the School agree that enrollment at the School is a choice and as such student with disabilities are generally not eligible for transportation services. Should transportation be required as a related service as determined by the procedures in Section 5.6.C. for a student with disabilities, it shall be the responsibility of the School.
- C. Compliance. The School agrees to comply with all Board policies and regulations, unless waived, and the requirements of federal and state laws and regulations concerning the education of children with disabilities including properly completing in a timely manner all time and effort reports and shall notify the District’s Director of ESS and provide for the attendance of any School employees who should be present at any meetings at which IEP’s 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, as articulated by the District’s Director of ESS shall control.
- D. IEPs. The School shall develop and/or modify any IEP for special education students of the School, subject to the District’s Director of ESS’s or designee’s right to review and, if reviewed, approval. In the event the School disagrees, its director may appeal, in the same manner as provided in Section 5.6.C. The District’s Director of ESS or designee shall maintain the same administrative responsibilities and authority in the School as provided in state and federal law. The School shall reimburse the District for its pro-rata share of the costs associated with the office of the District’s Director of ESS (based upon total funded pupil count to determine a per pupil cost). The School shall use District special education record-keeping procedures and shall document compliance with the requirements of federal and state law, including procedural due process and time and effort, as indicated above. The District uses an online Individual Education Program (IEP) data management system to provide a standardized format

for the IEP process and in meeting accountability requirements for special education. If at any time the School uses its own data management system, the School will use its own staff to timely input all necessary IEP-related documents into the District's data management system on or before reasonable deadlines established by the District. The District shall respect the School's curriculum, instructional program, and mission in the development of IEP's for students enrolled in the School, subject to compliance with applicable laws and regulations.

- E. Staff Meetings. The School's special education teachers are strongly encouraged to participate in relevant staff meetings sponsored by the District and the School agrees to direct its special education teachers to participate in relevant staff meetings sponsored by the District in order to ensure the proper implementation of IDEA, FAPE, and IEP compliance for students being served at the School. The District will advise the School of ESS meetings and the School is entitled to have a representative attend such meetings.
- F. Changes to the Educational Program. 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 that are necessary to comply with law and shall have the right to request other changes on behalf of students with disabilities.
- G. Least Restrictive Environment. 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.

6.10 Development of Procedure to Meet Needs of Student with IEPs and Gifted/Talented Students. The School shall establish a written procedure for how it will meet the needs of "mild" (301) and "moderate" (302) students as required by law, including the provision of related services and behavioral support such a paraprofessionals. Make accessible for parents and the District the staffing structure, instructional materials or instructional plan for ESS and Gifted/Talented students. The School understands that on an ongoing basis, the District will assess the performance of the School with regard to special education. If, in the District's sole discretion, the District finds the School's performance with regard to special education to be deficient pursuant to state and federal law, the District may take remedial steps. Such steps may include, but will not be limited to, increasing the District's level of oversight of the

School. Should the District determine that any remedial steps are necessary, the District will oversee implementation of these steps. In the instance where the District takes on responsibility for tasks that would otherwise be carried out by the School due to noncompliance, the District may retain commensurate funds for District staffing and resources expended on such tasks. Such circumstances are expected to be highly unusual. A written agreement specifying the services to be provided and their cost shall be executed, which agreement shall constitute an amendment to the Charter Contract, at the time of any such unusual intervention.

7.0 Financial Matters.

7.1 Revenues.

A. District Per Pupil Revenue ("PPR") Funding. In each fiscal year during the term of this Contract, the District shall provide one hundred percent (100%) of PPR provided to the schools through the State of Colorado School Finance Act, minus the following:

- i. The actual amount of the School's per pupil share of the central administrative overhead costs, as provided by the Act or as agreed to, in writing, by both parties in any subsequent written agreement;
- ii. Deductions for purchased services based on written agreements as to the type of services and costs for such services agreed to in advance of performing such service and, in the absence of an agreement or cost calculation to the contrary at the time the services are ordered, the cost will be based upon C.R.S. § 22-30.5-112(2)(a.9)(b); the School will notify the District prior to March 31st of each year concerning which services it wishes to purchase;
- iii. Deductions for the provision of special education services as provided in Attachment 5, Attachment 8 of in this Contract;
- iv. Other deductions as provided herein and adjusted as provided herein.

District per pupil revenues shall have the meaning defined in C.R.S. § 22-30.5-112(2) (a.5). For all funding purposes this charter shall be considered a pre-July 1, 2004 charter. Any subsequent Department audits of District or School pupil counts and per pupil revenue that impact the funding received by the School, shall be reflected as an adjustment to subsequent payments from the District or the School.

Prior to submitting any annual student count data to the Department, the District will ask the School to confirm the School's student count. The School shall notify the District of any objections to the count and then

reconcile any objections within two (2) business days thereafter, otherwise the number proposed by the District shall be final as between the School and District. The District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

The District agrees to provide detailed information on the calculation of central administrative overhead costs, as required by the Act.

Attachment 8 sets forth the Purchased Services that are ordinarily available from the District and the method of computing the cost.

- B. Mill Levy Funds. The District shall pay to the School its proportionate share of the Mill Levy Override Funds, if any, for which it is eligible in accordance with the ballot question and text. The School agrees to use such funds in accordance with District guidelines. In any dispute over eligibility for mill levy funding and appropriate use of funds, the District's position shall prevail as allowed by law. Funds shall be made available to the School on the same payment schedule they are made available to other District schools.
- C. Federal Categorical Aid. Each year the District shall provide to the School its appropriate share of applicable federal funding (e.g., Impact Aid, Medicare Reimbursements under SB 101). Such funds shall be disbursed to the School within thirty (30) days of receipt by the District.
- D. State Categorical Aid. Each year the District shall provide to the School its appropriate share of applicable state categorical aid (e.g., English Language Proficiency, capital construction funds, Exceptional Children's Education Act, Transportation funding) received by the District. Such funds shall be disbursed within fifteen (15) days of receipt by the District.
- E. State and Federal Grants. Each year the District shall provide to the School its proportionate share of applicable state grants (e.g., Gifted and Talented) and federal special education (e.g., IDEA) and Elementary and Secondary Education Act funding (e.g., Title I, Title II, Title III, Title IV and Title V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Department 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. All funding from competitive grants shall remain the exclusive revenue of the party submitting the application.

F. Bond and Mill Levy Funds

- i. Bond Issues. Pursuant to C.R.S. §22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each District charter school to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. §22-30.5-404 and 405.
- ii. Mill Levy. Pursuant to C.R.S. §22-30.5-118 and C.R.S. §22-30.5-119, if the District has a planning committee regarding a potential Mill Levy ballot question for the electorate, the District must allow the charter schools authorized by the District to have at least one representative on the District's planning committee. The District must notify the charter schools of the planning committee's meeting schedule. The charter schools of the District shall cooperate in determining the representative. The District shall invite each charter school in the District to participate in any discussions about submitting a ballot question to authorize additional local revenues (such as a mill levy) at least by June 1 of the election year.

7.2 Per Pupil Revenue Distribution and Adjustments.

- A. Disbursement of Per Pupil Revenue. Commencing on July 1 of each fiscal year of the Contract term, District per pupil revenue funding as described in Section 7.1A shall be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of

funding. July through December 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. These funds shall be electronically disbursed within one (1) business day of being received by the District.

B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: December 31 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 PPR provided for in the District and not otherwise deducted. Funding may also be adjusted for any services that are not part of annual purchased services and are provided by the District in response to the School's request, in writing prior to providing such services. 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 May 30 of each year, the School shall submit to the District its projected budget report for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The final budget shall be prepared in accordance with the state-mandated chart of accounts. The budget as approved by the School's Board and any subsequent approved revisions shall be submitted to the District along with the School's Board resolution approving the budget or budget revision by June 30.

7.4 Enrollment Projections. The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by May 30, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than ten percent (10%) of the official membership of the current school year. It is agreed upon by the Parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School. The School's enrollment will not exceed the buildings' capacities at each facility.

7.5 TABOR Reserve. The School shall establish and then maintain its own TABOR reserve.

- 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 enter into a 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. No Agency. 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. Annual Appropriation. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the School's Board and the District.
- 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 final bound audit report together with the management letter shall be provided to the District in written form by no later than October 15 of each year. The School shall pay for the audit. In addition, the School shall transmit the final trial balance and the final financial statements to the District by September 30 using the Department's chart of accounts. If the final trial balance, the final financial statements or the final audit is not received by the dates required in this Contract each year, 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.
- 7.8 Quarterly Reporting. The School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102 (1) (b). Such reports shall be submitted to the District no later than forty-five (45) days following the end of each quarter except that all fourth quarter and year-end reports shall be submitted with the annual independent financial audit.
- 7.9 No Commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.
- 7.10 Encumbrances and Borrowing. Except as set forth in this section, during the term of the Contract, the School shall not collateralize or encumber any of its assets without the written permission of the District. Any loans or borrowing of funds, either separately or in the aggregate during any fiscal year that are in excess of five percent (5%) of the School's budget shall be subject to prior District approval.

- 7.11 Loans. No loans may be made by the School to any person or entity for any purpose without District approval.
- 7.12 Generally Accepted Standards of Fiscal Management and Accounting. The School shall promptly address all noted District concerns relating to requirements, timelines, and remedies for delay or inaccuracies in providing required financial transparency and accounting data and reports, including proper coding consistent with the Colorado Department of Education (CDE) chart of accounts, trial balance aligned with audited information, and compliance with CDE and charter contract deadlines for completing and filing required, periodic financial submittals, the audit, and trial balance. Failure to address such concerns shall be considered a material breach of the Contract.

8.0 Personnel.

- 8.1 Employee Matters. The Employee Section of the Application concerning employment matters and specific personnel policies are accepted to the extent specifically described below and subject to the following conditions and other provisions of the Contract. The Parties agree that teachers and other staff employed at the School are employees of the School and are not employees of the District. The School is solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating its employees. No person employed by the School shall be considered an employee of the District by virtue of such employment, and the District shall have no liability or responsibility for such persons.
- A. Hiring of Personnel. The District agrees that the School may select its personnel directly without prior authorization from the District, subject to compliance with all federal and state laws, rules, and regulations, including, without limitation, requirements concerning the recruitment of applicants, the use of background and criminal checks, and certification and/or licensure requirements for teachers and the principal, except as may be waived by the State Board. The School agrees and understands that it has a duty to comply with the applicable requirements of the No Child Left Behind Act, 20 U.S.C. § 6301 *et seq.* and implementing regulations, to the extent of continued applicability to the State of Colorado or the District. If necessary and appropriate, the District shall endorse applications for alternative certification or licensing by the School's teachers; provided, however, that the School shall be responsible for any costs associated with such application and approval process. The School's Board may terminate the employment of any personnel for any reason deemed sufficient by the

School subject to compliance with all federal and state laws, rules, and regulations for which a waiver has not been obtained from the State Board.

- B. Employee Compensation, Evaluation, and Discipline. The District acknowledges that the School has established its own Personnel and Employee policies. The School agrees to maintain its policies concerning the hiring, compensation, evaluation, promotion, discipline, and termination of employees at the School, subject to compliance with all applicable state rules and regulations. The School will at all times have personnel policies in effect that are in compliance with applicable law.

The School shall notify the District and other appropriate authorities, in accordance with state law, of discipline of employees of the School arising from misconduct or behavior that may have resulted in harm to students to others or that constituted violations of law or policy. The School shall be responsible for reviewing weekly CBI reports provided by the Department and for communicating with the District and parents of students as necessary.

- C. Benefits. The School is entitled to provide its own benefits program to its employees.

- D. PERA Membership. Employees of the School 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 District's/employer's respective share of any required contributions. The School will budget a proportionate share of its total payroll for PERA contributions as required by state law. If this amount changes in subsequent years, the School's budget will be adjusted to reflect the change. The School further recognizes that under state law, only public employers assigned to the municipal division may terminate their association with PERA, and that the District and the School are in the school division.

- E. Employee Welfare, Safety, and Training. Unless and until the School's Board adopts its own set of written policies that are approved by the District, the School shall comply with all District Board approved policies concerning employee welfare, safety, and training. All policies shall comply with applicable federal and state laws, concerning employee welfare, safety, and health issues, including, without limitation, 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. Upon request, the School will provide a copy of its policies with respect to Employee Welfare, Safety, and Training.

- F. Employee Records. Unless and until the School's Board adopts its own set of written policies that are consistent with law, the School shall comply with all District Board- approved policies concerning employee records. All policies must comply with all applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Public Records Law, § 24-72-201 *et seq.*
- G. Employee Conflicts of Interest. All employees at the School shall comply with the Board's policy and regulation, or the School's replacement policy approved by the District and applicable state law, concerning employee actual and potential conflicts of interest.
- H. Background Checks, Fingerprinting. The School shall establish and implement procedures to assure that background checks (including a check for a criminal record) of all employees are conducted to the extent required by applicable laws, rules and regulations. *See* C.R.S. §§ 22-30.5-110.5 & -110.7. The School shall also ensure that all independent contractors and companies that place employees in the School complete the above requisite background checks.

9.0 Service Contracts with the District

- 9.1 Direct Costs. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-112(2) (a.9) and (b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply.
- 9.2 District Services. Except as is set forth in Attachment 5, which provides for the allocation of costs of special education services, and Attachment 8, Purchased Services, any subsequent written agreement between the School and the District, or as may be required by law, the School shall not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise agreed to in writing.
- 9.3 Charter School Liaison. The School agrees that it will pay its pro-rata share of the District's cost for charter school liaison services based upon the annual October

funded pupil count of students enrolled in the School as a percentage of the funded pupil count of the District.

- 9.4 In accordance with state statute, the District shall reconcile, using account codes, amounts withheld for purchased services to the actual cost of such services and provide information to the School including computations of central administrative overhead costs using account codes.

10.0 Facilities

- 10.1 Location. During the term of this Contract, the School and any company on behalf of the School shall not establish any educational programs at any location other than at 2500 W. 18th Ave. and 2727 W. 18th Ave. Pueblo Colorado, 81003. The School may move its location only with the written approval of the District. Any requested change in location shall be consistent with the Application and the School's mission. The School shall be responsible for the construction/renovation and maintenance of any facilities owned or leased by it. The specific responsibility is identified in the Lease Agreement, Attachment 7.
- 10.2 Use of District Facilities. The School may not use District facilities for activities and events without prior written consent from the District. It is understood by both parties that the District is not obligated to provide use of District facilities other than those that are described in Attachment 7, Lease Agreement.
- 10.3 Impracticability of Use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate the School.
- 10.4 Long-Range Facility Needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

11.0 Charter Renewal, Revocation and School-Initiated Closure

- 11.1 Renewal Timeline and Process. The School shall submit its renewal application by December 1 of the year before the School's Contract expires. The District Board shall act on the renewal application no later than February 1 of the year in which the Contract 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 may include comments an additional information provided by the School about its progress toward meeting the District's accreditation indicators.
- 11.3 Criteria for Renewal or Non-Renewal and Revocation. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3), as they exist now or may be amended, or for 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 and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. § 22-11-406(3).
- 11.4 Termination and Appeal Procedures. The District shall provide the School written notice of the ground for termination, which may be considered by the District Board after receiving the written recommendation of the Superintendent. Termination shall not take effect until the School has exhausted its opportunity to appeal such decisions to the State Board. The District may impose other appropriate remedies for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds, as specified herein.
- 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 sixty (60) days before the end of the school year.
- 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 of 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:

- A. Disposition of Assets. 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
- B. Reassignment. Reassignment of students to different schools.

School personnel and its charter school governing 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 from third parties, 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. At the present time, the School does not operate a preschool program. Should the School later operate a pre-school, assets purchased exclusively with tuition paid by parents for the pre-school 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.

12.0 General Provisions

- 12.1 Order of Precedence. In the events 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 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 terms 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 Board and the School's governing body 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 superseded by this Contract. The Memorandum of Understanding, which is attached hereto, is incorporated herein.
- 12.4 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, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.
- 12.6 No Third-Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.
- 12.7 No Waiver. The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.
- 12.8 Notice. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the 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.

Notice to the District shall be sent to:
Superintendent
Pueblo School District No. 60
315 W. 11th Street

Pueblo, Colorado 81003

Notice to the School shall be sent to:
President/CEO
Chavez/Huerta K-12 Preparatory Academy
2727 W. 18th Street
Pueblo, Colorado 81003

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

- 12.10 Interpretation. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and Board of Education policies, procedures, regulations, or other requirements, unless waived, compliance by the School shall be required and measured in the same manner as may be applied an expected by the District of otherwise-comparable District schools.

This Charter School Contract has been approved by the District and the School. Its effective date is set out at the beginning of the Contract.

PUEBLO SCHOOL DISTRICT No. 60 a/k/a

Approved as to form:

By: Margaret B. Wright
 Dr. Margaret Wright
 President, Board of Education

Richard Bump
 Richard Bump
 Caplan and Earnest LLC
 Attorneys for Pueblo School District No. 60

CHAVEZ/HUERTA K-12 PREPARATORY ACADEMY

Approved as to form:

By: [Signature]
 President, Board of Directors

Brad Miller
 Brad Miller
 Miller Farmer Law
 Attorneys for the School

By: 

President/CEO, Chavez/Huerta

4867-0098-9478, v. 1

Pueblo, Colorado 81003

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By: Margaret J. Wright
Dr. Margaret Wright
President, Board of Education

Richard Bump
Richard Bump
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

CHAVEZ/HUERTA K-12 PREPARATORY
ACADEMY

Approved as to form:

By: [Signature]
President, Board of Directors

[Signature]
Brad Miller
Miller Farmer Law
Attorneys for the School